

SPECIAL, 4/30/2018 1:30:00 PM

BE IT REMEMBERED that on April 30, 2018, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
April 30, 2018

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
April 30, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **30th** day of **April 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

11:00 WORKSHOP: Presentation from Enterprise Fleet Management on savings analysis for Jefferson County for Fleet Vehicles.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve, execute, receive and file a professional services agreement (PROF 18-016/YS) with Soutex Surveyors & Engineers for Repair of Stock Yard Office & Equipment Shed Building #252 in accordance with (RFQ 17-046/YS), Professional Engineering and Architectural Design Services for Jefferson County in Response to Hurricane Harvey.

SEE ATTACHMENTS ON PAGES 9 - 37

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

2. Consider and approve an increase of \$11,130.79 to professional services agreement (PROF 17-036/DC) with Terracon Consultants, Inc. for Chip Seal Pavement Evaluation for the Major Drive Extension bringing the total cost to with an estimated cost to \$21,130.79.

SEE ATTACHMENTS ON PAGES 38 - 39

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ADDENDUMS

3. Consider and approve specifications for Invitation for Bid (IFB 18-009/YS), Term Contract for Security Personnel Services for Jefferson County Courthouse.

SEE ATTACHMENTS ON PAGES 40 - 77

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

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4. Consider and approve, execute, receive and file (JOC 18-014/DC) with SETEX Construction Corp. for Annex 1 repairs due to water damage in the amount of \$42,843.38. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 78 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve electronic disbursements for \$430,519.74 to LaSalle for revenue received from entities for inmate housing.

SEE ATTACHMENTS ON PAGES 80 - 80

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

6. Regular County Bills - check #445696 through checks #445966.

SEE ATTACHMENTS ON PAGES 81 - 90

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

7. Consider and approve budget amendment - Beaumont Maintenance - additional cost for water damage restoration.

120-6083-416-4009	BUILDINGS AND GROUNDS	\$21,705.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$21,705.00

SEE ATTACHMENTS ON PAGES 91 - 92

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

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8. Consider and approve budget amendment - Beaumont Maintenance - repairs to offices due to water damage

120-6083-416-6014	BUILDINGS AND STRUCTURES	\$42,844.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$42,844.00

SEE ATTACHMENTS ON PAGES 93 - 95

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider and possibly approve a Proclamation for Adult Protective Services Elder Abuse Prevention Month.

SEE ATTACHMENTS ON PAGES 96 - 96

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

10. Receive and file the appointment of Richard D. Hughes, Criminal Associate Judge to replace Judge Leonard Giblin pursuant to Texas Government Code, Chapter 54A, Section 54A.002(a) and provide for the funding of such position at the same rates as were paid to Judge Giblin.

SEE ATTACHMENTS ON PAGES 97 - 101

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

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11. Receive and file executed Easement No. 03-2018 A W 083, on Texas Parks and Wildlife Department Land, to Jefferson County for the installation of the siphon at the J.D. Murphree Wildlife Management Area.

SEE ATTACHMENTS ON PAGES 102 - 114

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

12. Receive and file executed Surface Use Agreement #02/18A-W083 between Jefferson County and Texas Parks and Wildlife Department for the installment of the siphon at the J.D. Murphree Wildlife Management Area.

SEE ATTACHMENTS ON PAGES 115 - 136

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

13. Receive and File Investment Schedule for March, 2018, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 137 - 139

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ENGINEERING:

14. Execute, receive and file Pipeline Permit 03-P-18 to Florida Gas Transmission Company, LLC for the purpose of constructing and maintaining a pipeline for the distribution of natural gas crossing Humble Camp Road and Hillebrandt Road. This project is located in Precincts 2 and 3.

SEE ATTACHMENTS ON PAGES 140 - 151

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

15. Consider and possibly approve an Amended Plat of Buchalter Subdivision, a 1.21 acre tract out of the T.&N.O.R.R. Survey, Section 136, in the W. J. Webb Survey, Abstract 620, in Jefferson County. This property is located at the corner of State Highway 124 and Alamo Street in Precinct 3 and is the site for a proposed Dollar General Store. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 152 - 153

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

MAINTENANCE (BEAUMONT):

16. Consider and possibly approve a Resolution recognizing David Knight for 28 years of dedicated service to the Jefferson County Maintenance Department and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 154 - 155

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 30, 2018

Jeff R. Branick
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

**CONTRACT
FOR PROFESSIONAL SERVICES
FEDERAL/STATE FUNDS**

PART I - AGREEMENT

THIS AGREEMENT, entered into as of this 30th day of APRIL, 2018, by and between the County of Jefferson (hereinafter called the "OWNER") acting herein by Jeff R. Brannick, Jefferson County Judge herunto duly authorized, and Soutex Surveyors & Engineers (hereinafter called the "ENGINEER") acting herein by Anthony M. Leger, Vice President, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the OWNER desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services"; the Parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF ENGINEER**

The OWNER hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Jefferson County, Texas.

2. **SCOPE OF SERVICES**

Engineering services in connection with preparation of plans and specifications and construction phase services, including all necessary design, surveying, testing, and resident project representation for the following described project(s), to wit:

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

1. **Preliminary Phase** – Preliminary studies, layouts, and cost estimates
2. **Design Phase** - Preparation of plans, specifications and contract documents
3. **Construction Phase** - OWNER'S representative during bidding construction

Certain elements of the engineering work are covered under the Basic Services; others are performed as Additional Services. Those elements of the engineering work which cannot be accurately predetermined, or controlled entirely by the ENGINEER are performed as Additional Services.

The beginning of each phase of Basic Services or each Additional Service must be authorized in writing by the OWNER. These phases are expanded in the following outline:

A. BASIC SERVICES

1. PRELIMINARY PHASE

- (a) Provide Project Management services to direct, supervise and coordinate the various items of work within this Phase, including review of activities of subcontracted engineers.
- (b) Attend preliminary conference with the OWNER and other interested parties regarding the project in order to further define the work.

2. DESIGN PHASE

- (a) Provide Project Management service to direct, supervise and coordinate the various items of work within this Phase, including review of the activities of subcontracted engineers.
- (b) Perform field surveys to collect information which in the opinion of the ENGINEER is required for design, including photogrammetry, and related office computations and drafting.
- (c) Prepare detailed specifications, contract drawings and bidding documents to be included in contract documents for construction authorized by the OWNER.
- (d) Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.
- (e) Furnish the OWNER all necessary copies of approved Contract Documents including notices to bidders and proposal forms, up to twenty (20) sets.

3. CONSTRUCTION PHASE

- (a) Provide Project Management services to direct supervise and coordinate the various items of work within this Phase, including review of activities of subcontracted engineers.

- (b) Assist the OWNER in the advertisements of the project for bids.
- (c) Assist the OWNER in the opening and tabulation of bids for construction of the Project, and consult with the OWNER as the proper action to be taken, based on the engineering considerations involved.
- (d) Assist in the preparation of formal Contract Documents.
- (e) a.) Make periodic visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) as intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER will work closely with the Resident Project Representative (when required by OWNER) to insure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.
 b.) Provide services of a Resident Project Representative and other field personnel as required by the Owner for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.
 Duties, responsibilities and limitations of authority of Resident Project Representative are more fully described in Exhibit "B".
- (f) Consult with and advise the OWNER, issue all instructions to the Contractor requested by the OWNER, and prepare and issue routine change orders with OWNER'S approval.

On matters requiring the OWNER's involvement the ENGINEER shall provide the OWNER'S designated representative with all facts germane to such matters along with a complete recommendation for the OWNER to consider. Upon the decision of the OWNER, the ENGINEER shall be notified of the OWNER'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

The ENGINEER shall have other duties in this regard that may be included in the General Conditions of construction contract documents:

- (g) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the OWNER

and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

- (h) Obtain and reviews monthly the final estimates for payments to Contractors, furnish to the OWNER any recommended payments to Contractors and assemble written guarantees which are required by the Contract Documents.
- (i) Conduct, in company with the OWNER, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect OWNER'S final payment to the Contractor.

B. ADDITIONAL SERVICES

All work performed by ENGINEER at request of OWNER which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said Basic Services, Additional Services may include but are not limited to the following:

- (1) Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.
- (2) Land surveys, and establishment of boundaries and monuments, and related office computation and drafting.
- (3) Preparation of property or easement descriptions.
- (4) Preparation of any special reports required for marketing of bonds.
- (5) Small design assignments (estimated construction cost less than \$100,000).
- (6) Appearances before regulatory agencies.
- (7) Assistance to the OWNER as an expert witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.
- (8) Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the OWNER.
- (9) Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
- (10) Detailed mill, shop and/or laboratory inspection of materials or equipment.
- (11) Travel and subsistence required of the ENGINEER and authorized by the

- OWNER to points other than OWNER'S or ENGINEER'S offices and Project site.
- (12) Additional copies of reports over ten (10) sets and additional sets of Contract Document over twenty (20) sets.
 - (13) Preparation of applications and supporting documents for government grants or planning advances for public works projects.
 - (14) Preparation of environmental statements and assistance to OWNER in preparing for, and attending public hearings.
 - (15) Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.
 - (16) Revision of contract drawings after a definite plan has been approved by the OWNER, redrawing of plans to show work as actually constructed.
 - (17) Services after issuance of Certificate of Completion.
 - (18) Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.
 - (19) Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.
 - (20) Additional or extended services during construction made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than 20% acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
 - (21) Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
 - (22) Any other special or miscellaneous assignments specifically authorized by OWNER.

3. TIME OF PERFORMANCE

ENGINEER will proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within **30** calendar days after execution, unless delayed by causes outside the control of ENGINEER, and will proceed with subsequent work only on authorization by OWNER. ENGINEER shall immediately submit to OWNER in writing evidence of delay satisfactory to the OWNER'S reasonable discretion, upon which an extension of time equal to the period of actual delay shall be granted in writing.

4. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the OWNER will furnish, without charge, for the use of the Contract information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work of the ENGINEER as outlined under "Scope of Services." The

OWNER and its agencies will cooperate with the ENGINEER in every way possible to facilitate the performance of the work described in this Contract.

5. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

OWNER will pay ENGINEER for work performed and services rendered under Paragraph 2, "Scope of Services" (Basic Services and Additional Services), at the following rates:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is agreed that total fees for Basic Services (including subcontracted engineering services as described herein) under this Contract, as defined in Paragraph 2A and based on the preceding schedule, shall not exceed the sum of **\$15,000.00**.

B. PAYMENT

ENGINEER will invoice OWNER monthly for its services and charges incurred by ENGINEER for subcontracted engineering services performed under the direction and control of ENGINEER as described herein. OWNER agrees to pay ENGINEER at his office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within 31 days after date of invoice.

Approved subcontracted engineers are shown on Exhibit "B" attached hereto and made a part hereof. The engineer shall pay his subcontractors no later than the tenth day after he receives payment as required under Chapter 2251

Government Code of the Revised Civil Statutes of Texas.

6. RECORDS

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five (5) years and shall be made available to the OWNER for inspection and copying upon reasonable request.

7. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. ENGINEER may retain reproducible copies of drawings and other documents.

All documents, including drawings and specifications prepared by ENGINEER are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaption by ENGINEER for the specific purpose intended. Any such verification or adaption will entitle ENGINEER to further compensation at rates to

be agreed upon by OWNER and ENGINEER.

8. **INSURANCE**

All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

1. Standard Worker's Compensation Insurance (with Waiver of Subrogation in favor of the OWNER, its officers, agents and employees.)
2. Commercial General Liability occurrence type insurance. (No "XCU" restrictions shall be applicable.) Products/completed operations coverage must be included, and the OWNER, its officers, agents and employees must be named as an additional Insured.
 - a. Bodily Injury and Property Damage - \$1,000,000 limit per occurrence.
 - b. Minimum aggregate policy year limit - \$1,000,000.
3. Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - a. Minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage
4. Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.
5. ENGINEER also agrees to maintain Professional Liability Insurance coverage of \$1,000,000 minimum per occurrence/claim/policy year aggregate limits against ENGINEER for damages arising in the course of, or as a result of, work performed under this Contract. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Contract is completed. Additional Professional Liability Insurance required is \$ 0.

ENGINEER shall cause ENGINEER'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ENGINEER and

insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items 1,2,3,4, and 5; and before commencing any of the work and within the time otherwise specified, ENGINEER shall file said completed Form with the OWNER. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies will not be altered, modified or cancelled unless at least fifteen-(15) days prior written notice has been given to the OWNER. ENGINEER shall also file with the OWNER valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with OWNER not more than ten (10) days after execution of this Contract.

Deductible on policy for Professional Liability shall not exceed \$ 10,000 unless specifically approved by the Owner.

9. PROFESSIONAL LIABILITY

A. ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by OWNER shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor will be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER will advise the Contractor of any items requiring the attention and action of the Contractor.

B. If services include periodic visits to the site to inspect work performed by another Contractor, ENGINEER is responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in accordance with Contract Documents and to safeguard the OWNER against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, he will keep the OWNER informed on the extent of the progress of the work, and advise the OWNER of material and substantial defects and deficiencies in the work of material and substantial defects and deficiencies in the work of Contractors which are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the course of construction, and may, on behalf of the OWNER exercise whatever rights the OWNER may have to disapproved

work and materials as failing to conform to the Contract Documents.

C. In connection with the services of Resident Project Representatives, ENGINEER will use the usual degree of care and prudent judgement in the selection of competent Project Representatives, and the ENGINEER will use its best efforts to see that the Project Representatives are on the job to perform their required duties. In performing these duties and services (described in this sub-paragraph), ENGINEER is responsible for exercising reasonable care and skill befitting the profession to assure that the Contractor performs the work in accordance with Contract Documents and to safeguard the OWNER against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor.

D. In performing these services the ENGINEER will at all times endeavor to protect the OWNER on the Project and work sites and safeguard the OWNER against defects and deficiencies in the work of the Contractor; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor, nor is ENGINEER responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take.

E. ENGINEER shall not be responsible for any excess of construction costs over an amount estimated.

10. INDEMNIFICATION

ENGINEER shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of ENGINEER and shall exonerate, indemnify and hold harmless the OWNER, its officers, agents and all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations; without limitation, ENGINEER shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws with respect to ENGINEER'S employees. Further, ENGINEER shall exonerate, indemnify and hold harmless the OWNER, its officers, agents and all employees from any and all liability, loss, damages, expenses or claims arising out of negligence of ENGINEER, its officers, agents and employees in connection with any of the work performed or to be performed under this Contract by ENGINEER or as a result of ENGINEER'S failure to use and employ reasonable skill and care befitting the profession in accordance with paragraph 9 hereof. Further, ENGINEER shall exonerate, indemnify and hold harmless the OWNER, its officers, agents, and all employees from any and all liability, loss, damages, expenses or claims for infringement of any copyright or patents arising out of the use of any plans, design, drawings, or specifications furnished by ENGINEER in the performance of this Contract.

The foregoing indemnification provision shall apply to ENGINEER regardless of whether or not said liability, loss, damages, expenses, or claims is caused in part by a party indemnified hereunder.

11. ADDRESS OF NOTICE AND COMMUNICATIONS

OWNER:

SOUTEX, INC.:

Anthony M. Leger, RPLS #5481
 DBA Soutex Surveyors & Engineers
 3737 Doctors Drive
 Port Arthur, Texas 77642

All notices and communications under this Contract shall be mailed or delivered to OWNER and ENGINEER at the above addresses.

12. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

13. SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall, at the option of the OWNER, become OWNER'S property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by

the ENGINEER and the OWNER may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The OWNER may, at its convenience, terminate this Contract at any time by giving at least thirty (30) days notice in writing to the ENGINEER. If the Contract is terminated by the OWNER as provided herein, the ENGINEER will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, Paragraph 14 hereof relative to termination shall apply.

16. CHANGES

The OWNER may, from time to time, request changes in the Scope of Services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and ENGINEER, shall be incorporated in written amendments to this Contract.

17. PERSONNEL

- A. The ENGINEER represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER.
- B. All of the services required hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C. None of work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

18. REPORTS AND INFORMATION

The ENGINEER at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports it may request pertaining to the work or services undertaken pursuant to this Contract, including the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

19. CIVIL RIGHTS

Under Chapter 106 Civil Practice and Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the grounds of race, religion, color, sex or national origin, be

excluded due to discrimination under any program or activity of the OWNER.

The ENGINEER will carry out its work under this Contract in a manner which will permit full compliance by the OWNER with the Statute.

20. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of his services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though each were inserted herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party. The terms as delineated in Part III are herein incorporated.

EXECUTED in 2 counterparts (each of which is an original) on behalf of Soutex Surveyors & Engineers by Anthony M. Leger, its Vice President shown below, and on behalf of the OWNER by its _____ thereto duly authorized this 30th day of APRIL, 20 10.

ACCEPTED:

OWNER:



DATE:

4/30/2018

ATTEST:



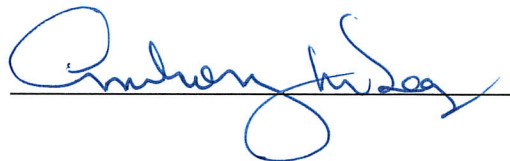

APPROVED AS TO FORM:

ACCEPTED:

DATE:

4/30/2018**PROPOSED AND AGREED TO:**

ENGINEER:




DATE:

4/12/18

ATTEST:



EXHIBIT "A"**Engineer's Billing Rates
For Personnel/Equipment/Reimbursables**



SOUTEX
SURVEYORS & ENGINEERS

TBPE Firm No. F-5755
TBPLS Firm No. 10123800
LA EF.0005711
3737 Doctors Drive
Port Arthur, Texas 77642
Office (409) 983.2004
Fax (409) 983.2005

2018 RATE SCHEDULE

Effective Date: January 2018 through December 2018

Attn: **Jefferson County, Texas**

A. Surveying & Engineering Services

1-Man Field Party	\$ 90.00/Hour
2-Man Field Party	\$120.00/Hour
3-Man Field Party	\$150.00/Hour
Survey Technician	\$105.00/Hour
GIS Analyst	\$120.00/Hour
Draftsperson (CAD)	\$105.00/Hour
Administrative/Clerical	\$ 65.00/Hour
Registered Professional Land Surveyor	\$120.00/Hour
Registered Professional Engineer	\$150.00/Hour
EIT (Engineer in Training)	\$115.00/Hour
Project Manager	\$160.00/Hour
Inspection	\$ 90.00/Hour
UAS Operator (Licensed)	\$185.00/Hour
UAS / Ground Scanning Data Processing	\$ 85.00/Hour


B. Specialized Equipment

ATV – 4 Wheeler w/ Trailer	\$120.00/Day
ATV – 2 Man Unit	\$150.00/Day
Motor Boat with Trailer	\$175.00/Day
GPS – Leica Unit	\$150.00/Day
Robotic Total Station 15	\$150.00/Day
Multi Station (MS-60) Scanner	\$225.00/Day
Pipeline Locator	\$150.00/Day
UAV (Unmanned Aerial Vehicle)	\$250.00/Day
ASV (Autonomous Surface Vehicle)	\$250.00/Day
Specialized Equipment not listed – Firm's cost plus 10%.	

C. Reimbursable Fees

Mileage	\$ 0.55/Mile
Printing/Copies	\$ 0.15/sq ft
Hotel – in State	\$ 110.00/night/person
Hotel – Out of State	\$ 130.00/night/person
Per Diem	\$ 50.00/day/person

Note: Overtime charges will be 1.35 times the normal rate. Normal work schedule for Soutex Surveyors & Engineers is 7:30 AM to 4:00 PM, Monday – Friday.



Anthony M. Leger
Vice-President

PART II

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

A. General

Resident Project Representative as ENGINEER'S Agent, will act as directed by and under the supervision of ENGINEER and will confer with the ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with ENGINEER and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with OWNER will be only through or as directed by ENGINEER.

B. Duties and Responsibilities

Resident Project Representative will:

1. Schedules

Review the progress schedule, Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.

2. Conferences

Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. Liaison

- a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.

4. **Shop Drawings and Samples**

- a. Keep a record of approved Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.
- b. Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

5. **Review of Work, Rejection of Defective Work, Inspections and Test:**

Conduct daily on-site observations of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

- a. Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- b. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.

6. **Interpretation of Contract Documents**

Transmit to Contractor ENGINEER'S clarifications and interpretations of the Contract Documents.

7. **Modifications**

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to ENGINEER.

8. **Records**

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a daily diary and a daily report log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufactures, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies of daily reports to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractor, subcontractors and major suppliers of materials and equipment.

9. **Reports**

- a. Furnish ENGINEER periodic reports as required of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawings submissions.
- b. Consult with ENGINEER in advance of scheduled major test, inspections or start of important phases of the work.
- c. Report immediately to ENGINEER upon the occurrence of an accident.

10. **Payment Requisitions**

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with the recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. **Certificates, Maintenance and Operation Manuals**

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

12. **Completion**

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items regarding completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's Superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

EXHIBIT "B"**List of Subcontracted Engineers**

None

PART III – TERMS AND CONDITIONS

1. Termination of Contract for Cause.

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant (engineer, architect or other profession) shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become Owner's property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant and the Owner may withhold any payments to the Consultant for the purposes of set-off such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner.

The Owner may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the terminated date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes.

The Owner may, from time to time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- B. All of the services required hereunder shall be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services

subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

5. **Assignability.**

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto; provided, however, that claims for money due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. **Reports and Information.**

The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. **Records and Audits.**

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal/State and Non-Federal/State shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for not less than five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

8. **Findings Confidential.**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

9. **Copyright.**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. **Compliance with Local Laws.**

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. **Equal Employment Opportunity.**

During the performance of this Contract, the Consultant agrees as follows:

a. Consultant will not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated, during employment, without regard to their sex, race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to sex, race, color or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **Civil Rights Act of 1964.**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. **Section 109 of the Housing and Community Development Act of 1974.**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation, be denied the benefits if, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Compliance with Employment Opportunities for Businesses and Lower Income Persons.

The Consultant shall comply with the regulations of Section 3 of the Housing and Urban Development Act of 1968. A copy of the Federal Register, Title 24 part 135.20 subparagraph (b) "Section 3 Clause" is made a part of this Contract:

- a. The work to be performed under this Contract is on a project assisted under a program providing State Funds or direct federal financial assistance from the Department of Housing and Urban Development or other Federal Agencies and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with those requirements.
- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 131. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its

contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

15. Section 3 Handicapped (if \$25,000 or Over Affirmative Action for Handicapped Workers).

- a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Section 402 Veterans of the Vietnam Era (if \$10,000 or Over. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.

- a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph D of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports, shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam Era hired, and (4) the total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying date for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time those reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- g. The provisions of paragraphs B, C, D and E of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory, technical, and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three (3) days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situation where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government. (2) "Appropriate office of the State employment service system" means the local office of the Federal, State and local system of public employment offices with original responsibility for

serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists. (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" mean employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

- i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- k. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to make affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- l. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. Interest of Members of Owner.

No member of the governing body of the Owner, and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any

personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

18. **Interest of Other Local Public Officials.**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

19. **Interest of Consultant and Employees.**

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area of any parcels therein or any other interests which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. **Compliance with Copeland Anti-Kickback Act.**

The Consultant shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Sta. 948: 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submissions of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitation, variations, tolerances, and exemptions from the requirements thereof.

21. **References to Contractor.**

All references to "Contractor" in Part III, Terms and Conditions, shall be construed to mean "Consultant" or "Engineer".

22. **Incorporation of Provisions Required by Law.**

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.



INVOICE

11555 Clay Rd Ste 100
Houston, TX 77043-1239
713-690-8989

Project Mgr: Daniel Mofo

Project: Major Drive - Highway 124 to Labelle
Major Drive
Beaumont, TX

To: Jefferson County TX
C/O:Engineering
Attn: Steven Stafford
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

REMIT TO:

Invoice Number: TA09216

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

P.O. Number: 070718

Project Number: 92175479
Invoice Date: 1/24/2018
For Period: 10/15/2017 to 1/27/2018

Professional Services Agreement: PROF 17-36/DC

Description	Total
Engineering Consultation	
Phase I (Chip Material Sampling and Testing)	\$10,000.00
Subtotal	\$10,000.00

Invoice Total \$10,000.00

Statement of Account	
Contract Amount	\$10,000.00
Amount Previously Billed	\$0.00
Total Due this Invoice	\$10,000.00
Total Billed	\$10,000.00
Payments to Date	\$0.00
Total Due	\$10,000.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

11555 Clay Rd Ste 100
Houston, TX 77043-1239
713-690-8989

Project Mgr: Daniel Mofo

Project: Major Drive - Highway 124 to Labelle
Major Drive
Beaumont, TX

To: Jefferson County TX
C/O:Engineering
Attn: Steven Stafford
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

REMIT TO:

Invoice Number: TA09218

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

P.O. Number: 070718

Project Number: 92175479
Invoice Date: 1/24/2018
For Period: 10/15/2017 to 1/27/2018

Professional Services Agreement: PROF 17-36/DC

Description	Total
Engineering Consultation	
Chip Seal Pavement Evaluation	\$11,130.79
Subtotal	\$11,130.79

Invoice Total \$11,130.79

Statement of Account	
Contract Amount	\$21,130.79
Amount Previously Billed	\$10,000.00
Total Due this Invoice	\$11,130.79
Total Billed	\$21,130.79
Payments to Date	\$0.00
Total Due	\$11,130.79

TERMS: DUE UPON PRESENTATION OF INVOICE



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

April 30, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Security Personnel Services for Jefferson County Courthouse

BID NO: IFB 18-009/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, June 12, 2018

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, May 15, 2018 at the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701.

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 2, 2018 and May 9, 2018

IFB 18-009/YS
Term Contract for Security Personnel Services for Jefferson
County Courthouse
Bids due: 11:00 AM CDT, Tuesday, June 12, 2018

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety as well as a sample contract.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such. All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project): Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

The contractor assumes all responsibility for their owned, lease, rented, or borrowed business and personal property.

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

10. Mandatory Pre-Bid Conference and Walk-Through

A mandatory pre-bid conference and walk-through is scheduled for 10:00 am CDT, Tuesday, May 15, 2018 in the Sheriff's Department Conference Room, 1001 Pearl Street, Beaumont TX, 77701. This will be the only time to receive information regarding the necessary training requirements and standards as well as required uniform and equipment specifics. It will also be an opportunity to tour the Courthouse facility and the areas to be used by security officers. Please contact Major Marlon Lewis (409-835-8411) concerning arrangements for this conference.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 18-009/YS.

Scope

Jefferson County is requesting bids for Security Personnel Services for the Jefferson County Courthouse.

1. The property requiring security personnel services is the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Jefferson County, Texas 77701.
2. Hours of service requested: 7:30 a.m. to 5:00 p.m, Monday through Friday with the exception of County holidays as listed on page 3. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of the Jefferson County Courthouse, County Bailiffs will be used for security.
3. The successful bidder shall provide five (5) unarmed security officers (Texas Occupations Code 1702) for the courthouse for the above designated hours. The security officers shall be licensed by the State of Texas as a security officer. The security officers shall be assigned to pre-designated security posts and shall make their best effort to ensure unauthorized persons do not enter the Jefferson County Courthouse. If any conflict arises, said security officers will notify as soon as possible, the Courthouse Security Supervisor. In addition to keeping unauthorized persons out of the Courthouse, the security officers will:
 - a. Courteously and professionally direct persons entering the Courthouse to different departments in the Courthouse.
 - b. Identify personnel who display the proper identification badge as issued by Jefferson County and admit them without screening.
 - c. Courteously and professionally direct persons regarding moving through the screening site, including placing hand-carried items and packages into trays and onto the x-ray conveyor.
 - d. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience to the public as possible.
 - e. Adequately utilize an x-ray device and upright magnetomer.
 - f. In the event the alarm sounds on the upright magnetomer, the security officer will either have the subject remove any remaining items from their pockets and walk through the magnetomer again or use the hand held magnetomer to conduct screening to determine the cause of the alarm.
 - g. Notify the Courthouse Security Captain or Supervisor when contraband, weapons, or suspected explosive device is discovered.
 - h. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, no visible body piercings (with the exception of earrings), and only natural hair colors.

4. Security Officer Qualifications:

- a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services at the Jefferson County Courthouse.
- b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation that shows each of the employees are drug free. Any employee under the

influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.

c. All security officers scheduled to work at the Jefferson County Courthouse, prior to working at the Courthouse will attend a course on courthouse security procedures provided by the Jefferson County Sheriff's Office Training Division.

d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.

5. Contractor Requirements:

a. Contractor must abide by all federal, state, and local laws, rules, and regulations, including but not limited to the Federal Fair Labor Standards. In addition to all the other provisions of this contract, in order to qualify to be considered for award and to be contractually compliant after award, the contractor must be licensed under and pursuant to the Private Investigators and Private Security Agencies Act and hold a license with the State Board of Private Security.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____			For clarification of this offer, contact:	
Company Name				
_____			_____	
Address			Name	
_____			_____	
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Security Personnel Services for Jefferson County Courthouse. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 18-009/YS, Term Contract for Security Personnel Services for Jefferson County Courthouse. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Security Officer (5 total requested)

Bid Rate \$_____/Hour/Security Officer

Please attach a sample contract behind the Bid Form.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes ☐ No ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Bidder (Entity Name)</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Street & Mailing Address</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">City, State & Zip</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date Signed</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Telephone Number</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Fax Number</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">E-mail Address</div>	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).	
	Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>	
6	AFFIDAVIT	
	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>	
	<div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div>	
	AFFIX NOTARY STAMP / SEAL ABOVE	
	Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.	
	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street	City	State	Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date _____

Printed Name of HUB

Signature of Representative

Date _____

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ Total HUB Subcontract(s): \$

Construction HUB Goals: 12.8% MBE:: % 12.6% WBE: %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- ☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2018.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



SETEX

CONSTRUCTION CORP.

"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

April 26, 2018

Deborah Clark
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Project: "Annex 1"

Subject: "Proposal"

Dear Mrs. Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

AgriLife

- Remove Carpet
- Prep Floors
- Install VCT
- Install Base

Victims Assistance

- Install base

Employee Health

- Remove Carpet
- Prep Floors
- Install VCT
- Install base

JP Offices

- Remove Carpet
- Prep Floors
- Install Carpet in the Court Room
- Install VCT
- Install Base



Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

Subtotal	\$	41,798.42
Bond	\$	1,044.96
Total Proposed Cost	\$	42,843.38

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

Proposed Exclusions:

Any items not specifically listed, unforeseen items beyond scope. Please see representations of impacted areas.

General Contracting

We estimate approximately fifteen (15) working days' total duration, upon material delivery.

Construction Management

Design-Build

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Job Order Contracting

Facilities Maintenance

Respectfully Submitted,
SETEX Construction Corp.

Commercial

Industrial

Government

Michael Waidley
Project Manager

Healthcare

18-0076

Infrastructure

Corporate

ATTEST:

Education

By [Signature] - Chief Deputy
Carolyn L. Guidry, County Clerk

Performing Arts

Historical

Date: April 30, 2018

JEFFERSON COUNTY, TEXAS

[Signature]
Jeff R. Branick, County Judge



Fran Lee

From: Harry Schoppe <hschoppe@co.jefferson.tx.us>
Sent: Wednesday, April 25, 2018 10:03 AM
To: Fran Lee
Subject: Lasalle Wire Amount For 4-30-2018 - \$430,519.74

Importance: High

Fran,
The Lasalle wire amount is \$430,519.74 for Commissioners' Court on 4-30-2018.

Thanks for your help!

Harry

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	45.50	445912
ROAD & BRIDGE PCT.#1		45.50**
AT&T	66.02	445769
UNITED STATES POSTAL SERVICE	.47	445797
ROAD & BRIDGE PCT.#2		66.49**
EASTEX RUBBER & GASKET	215.12	445726
MUNRO'S	20.00	445751
SETZER HARDWARE, INC.	12.45	445767
DEPARTMENT OF INFORMATION RESOURCES	.02	445790
NEW WAVE WELDING TECHNOLOGY	6.82	445841
GCR TIRES & SERVICE	1,440.60	445887
ROAD & BRIDGE PCT. # 3		1,695.01**
BEAUMONT TRACTOR COMPANY	344.75	445713
COBURN'S GROVES (5)	113.40	445721
FARM & HOME SUPPLY	78.39	445730
ENTERGY	120.77	445733
MUNRO'S	23.40	445751
MUSTANG CAT	382.24	445752
OIL CITY TRACTORS, INC.	304.12	445755
HOWARD'S AUTO SUPPLY	872.75	445787
PETROLEUM SOLUTIONS, INC.	290.50	445822
ON TIME TIRE	320.00	445863
ASCO	692.92	445871
GCR TIRES & SERVICE	123.18	445887
SHOPPA'S FARM SUPPLY	152.44	445890
TRINITY VALLEY TRACTORS INC	38.81	445924
ALL TERRAIN EQUIPMENT CO	42.44	445943
ROAD & BRIDGE PCT.#4		3,900.11**
CITY OF BEAUMONT - WATER DEPT.	19.60	445718
GULF COAST SCREW & SUPPLY	77.60	445732
CASH ADVANCE ACCOUNT	194.99	445739
MUNRO'S	96.07	445751
DEPARTMENT OF INFORMATION RESOURCES	.22	445790
UNITED STATES POSTAL SERVICE	1.00	445797
ON TIME TIRE	272.00	445863
SOUTHEAST TEXAS PARTS AND EQUIPMENT	14.52	445881
MARTIN MARIEETA MATERIALS	947.25	445902
TRANSIT & LEVEL CLINIC LLC	39.95	445915
TRINITY VALLEY TRACTORS INC	682.40	445924
GULF COAST	1,319.88	445926
ENGINEERING FUND		3,665.48**
TRI-CITY COFFEE SERVICE	130.10	445780
PARKS & RECREATION		130.10**
J.K. CHEVROLET CO.	33.69	445737
M&D SUPPLY	157.92	445746
OFFICE DEPOT	673.77	445754
SPRINT WASTE SERVICES LP	310.80	445883
GENERAL FUND		1,176.18**
TAX OFFICE		
OFFICE DEPOT	328.46	445754
ACE IMAGEWEAR	21.22	445768
DEPARTMENT OF INFORMATION RESOURCES	.14	445790
UNITED STATES POSTAL SERVICE	617.91	445797
ROCHESTER ARMORED CAR CO INC	352.00	445855
OFFICE OF THE SECRETARY OF STATE	840.00	445910
COUNTY HUMAN RESOURCES		2,159.73*

PGM: GMCOMMV2	DATE 04-30-2018		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.82	445797	.82*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	17.86	445797	
CANDACE PLESSALA	106.82	445840	124.68*
COUNTY CLERK			
OFFICE DEPOT	223.27	445754	
UNITED STATES POSTAL SERVICE	266.09	445797	
WESTERN MICROGRAPHICS & IMAGING	6,940.00	445862	7,429.36*
COUNTY JUDGE			
TRAVIS EVANS	500.00	445728	
ROCKY LAWDERMILK	2,000.00	445808	
KIMBERLY PHELAN, P.C.	500.00	445830	
JAN GIROUARD & ASSOCIATES LLC	400.00	445916	3,400.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	29.01	445797	29.01*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	116.67	445797	
TIM FUNCHESS	1,065.16	445854	1,181.83*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	684.23	445756	684.23*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.21	445797	1.21*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,350.00	445739	
SPINDLETOP MHMR	32,990.75	445744	
OLMSTED-KIRK PAPER	2,228.00	445756	
TIME WARNER COMMUNICATIONS	610.90	445774	
ADVANCED STAFFING	97.50	445786	
TOWER COMMUNICATIONS, INC.	2,435.00	445795	
CROWN CASTLE INTERNATIONAL	1,499.91	445820	
ROCHESTER ARMORED CAR CO INC	3,888.69	445855	45,100.75*
DATA PROCESSING			
OFFICE DEPOT	10.07	445754	
CDW COMPUTER CENTERS, INC.	2,123.37	445788	
VERIZON WIRELESS	75.98	445793	2,209.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	203.32	445797	203.32*
ELECTIONS DEPARTMENT			
THE EXAMINER	62.00	445729	
DEPARTMENT OF INFORMATION RESOURCES	.01	445790	
UNITED STATES POSTAL SERVICE	106.82	445797	168.83*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	719.41	445716	
FED EX	85.02	445731	
HERNANDEZ OFFICE SUPPLY, INC.	2,655.90	445734	
RANDI A. KING	835.40	445740	
KIRKSEY'S SPRINT PRINTING	36.40	445741	
PATRICK KNAUTH	835.40	445742	
OFFICE DEPOT	336.06	445754	

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	194.67	445797
REKINA SMITH	576.82	445937
FAWNN PAUL	295.32	445939
LAUREN KEMP	701.70	445949
HANNAH CLARK	252.00	445966
		7,524.10*
DISTRICT CLERK		
OFFICE DEPOT	473.98	445754
TAC - TEXAS ASSN. OF COUNTIES	550.00	445772
TAC - TEXAS ASSN. OF COUNTIES	250.00	445773
CDW COMPUTER CENTERS, INC.	108.34	445788
UNITED STATES POSTAL SERVICE	1,251.57	445797
B&H PHOTO VIDEO PRO AUDIO	1,948.00	445867
ENGINEERING INNOVATION	294.27	445925
		4,876.16*
CRIMINAL DISTRICT COURT		
CRISTY SMITH	1,290.10	445715
CHEROKEE COUNTY CLERK	377.00	445723
		1,667.10*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.22	445797
		1.22*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.41	445797
JOHN WOOLDRIDGE	213.64	445893
		214.05*
172ND DISTRICT COURT		
UNITED STATES POSTAL SERVICE	21.30	445797
		21.30*
252ND DISTRICT COURT		
UNITED STATES POSTAL SERVICE	47.15	445797
SUMMER TANNER	387.44	445835
ANITA U SEPEDA	200.00	445852
		634.59*
279TH DISTRICT COURT		
PHILLIP DOWDEN	475.00	445706
ANITA F. PROVO	487.50	445761
UNITED STATES POSTAL SERVICE	6.80	445797
GLEN M. CROCKER	150.00	445799
LANGSTON ADAMS	150.00	445810
JOEL WEBB VAZQUEZ	325.00	445823
KIMBERLY PHELAN, P.C.	775.00	445830
P DEAN BRINKLEY	150.00	445851
REALTIME REPORTING SERVICES INC.	32.50	445858
ALICIA K HALL	150.00	445861
TARA SHELANDER	300.00	445885
MELANIE AIREY	600.00	445895
GORDON D FRIESZ	150.00	445907
		3,751.80*
317TH DISTRICT COURT		
JUDY PAASCH	2,393.61	445825
		2,393.61*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	35.06	445797
		35.06*
JUSTICE COURT-PCT 1 PL 2		
KIRKSEY'S SPRINT PRINTING	49.90	445741
		49.90*
JUSTICE COURT-PCT 2		
KIRKSEY'S SPRINT PRINTING	24.95	445741
CDW COMPUTER CENTERS, INC.	425.51	445788
		450.46*
JUSTICE COURT-PCT 4		

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
POSTMASTER	670.00	445759
DEPARTMENT OF INFORMATION RESOURCES	.30	445790
		670.30*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	30.31	445797
		30.31*
JUSTICE COURT-PCT 7		
AT&T	31.88	445769
DEPARTMENT OF INFORMATION RESOURCES	.27	445790
		32.15*
COUNTY COURT AT LAW NO.1		
OFFICE DEPOT	239.99	445754
UNITED STATES POSTAL SERVICE	2.45	445797
		242.44*
COUNTY COURT AT LAW NO. 2		
PETER DOYLE	550.00	445724
CASH ADVANCE ACCOUNT	461.24	445739
OFFICE DEPOT	316.06	445754
MARVA PROVO	300.00	445760
UNITED STATES POSTAL SERVICE	2.04	445797
WILLIAM MARCUS WILKERSON	250.00	445868
JONATHAN VERNON	250.00	445914
		2,129.34*
COUNTY COURT AT LAW NO. 3		
JOHN D WEST	500.00	445791
UNITED STATES POSTAL SERVICE	6.94	445797
LANGSTON ADAMS	300.00	445810
SAMUEL & SON LAW FIRM PLLC	250.00	445889
THE MAYO LAW FIRM PLLC	250.00	445935
		1,306.94*
COURT MASTER		
OFFICE DEPOT	143.93	445754
		143.93*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	11.09	445797
		11.09*
COMMUNITY SUPERVISION		
KWP TELECOM LLC	6,000.00	445908
		6,000.00*
SHERIFF'S DEPARTMENT		
EQUINE MEDICINE & SURGERY	172.00	445727
FED EX	168.34	445731
LOUIS' YAZOO SALES & SERVICE, LLC	21.95	445745
MOORMAN & ASSOCIATES, INC.	300.00	445750
OFFICE DEPOT	113.27	445754
CDW COMPUTER CENTERS, INC.	139.00	445788
DEPARTMENT OF INFORMATION RESOURCES	537.77	445790
UNITED STATES POSTAL SERVICE	1,376.04	445797
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.65	445801
FIVE STAR FEED	35.45	445818
RITA HURT	550.00	445859
GALLS LLC	736.58	445898
		4,381.05*
CRIME LABORATORY		
ULINE SHIPPING SUPPLY SPECIALI	138.67	445781
CERILLIANT	62.00	445811
SPECTRUM LABORATORY PRODUCTS	142.17	445812
THE SAFARILAND GROUP	118.87	445846
LIPOMED	52.00	445850
JULIE HANNON	600.00	445878
ATTAINIT	570.01	445911
		1,683.72*
JAIL - NO. 2		

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
JOEY HILL	313.98	445701
BOB BARKER CO., INC.	983.15	445712
CITY OF BEAUMONT - WATER DEPT.	14,879.53	445718
COASTAL WELDING SUPPLY	51.98	445720
ECOLAB	399.90	445725
HERNANDEZ OFFICE SUPPLY, INC.	1,706.12	445734
CASH ADVANCE ACCOUNT	911.56	445739
KOMMERICAL KITCHENS	756.00	445743
M&D SUPPLY	224.96	445746
OFFICE DEPOT	239.98	445754
RALPH'S INDUSTRIAL ELECTRONICS	573.00	445763
SANITARY SUPPLY, INC.	1,142.00	445765
WHOLESALE ELECTRIC SUPPLY CO.	111.07	445784
WORTH HYDROCHEM	327.00	445785
CDW COMPUTER CENTERS, INC.	412.18	445788
DEPARTMENT OF INFORMATION RESOURCES	2.08	445790
WESTERN DETENTION PRODUCTS, INC.	1,118.50	445800
LOWE'S HOME CENTERS, INC.	160.55	445806
INTERCONTINENTAL JET CORP	231.50	445826
FIRETROL PROTECTION SYSTEMS, INC.	170.00	445842
WORLD FUEL SERVICES	683.55	445845
SAM'S CLUB DIRECT	107.88	445866
MATERA PAPER COMPANY INC	3,139.10	445875
THOMSON REUTERS-WEST	4,267.82	445876
MARK DESHOTEL	81.00	445877
TEXAS PRISONER TRANSPORTATION SERVI	393.50	445919
SHARON HENTON	6.30	445938
FOOD MARKETING CONCEPTS INC	10,428.48	445941
HARDIE'S FRESH FOODS	9,580.05	445942
BIMBO BAKERIES USA INC	2,442.78	445944
CORRHEALTH LLC	78,900.85	445951
		134,746.35*
JUVENILE PROBATION DEPT.		
LARONDA TURNER	152.60	445758
SAM HOUSTON STATE UNIVERSITY	1,750.00	445764
VERIZON WIRELESS	51.74	445793
UNITED STATES POSTAL SERVICE	26.42	445797
		1,980.76*
JUVENILE DETENTION HOME		
AMERICAN RED CROSS, INC.	196.00	445707
CITY OF BEAUMONT - WATER DEPT.	2,763.06	445718
		2,959.06*
CONSTABLE PCT 1		
OFFICE DEPOT	189.99	445754
VERIZON WIRELESS	227.94	445793
UNITED STATES POSTAL SERVICE	42.63	445797
WATCH GUARD VIDEO	170.00	445837
		630.56*
CONSTABLE-PCT 2		
TAC - TEXAS ASSN. OF COUNTIES	200.00	445772
VERIZON WIRELESS	113.97	445793
		313.97*
CONSTABLE-PCT 4		
DEPARTMENT OF INFORMATION RESOURCES	.10	445790
VERIZON WIRELESS	113.97	445793
TND WORKWEAR CO LLC	220.00	445933
		334.07*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	445793
UNITED STATES POSTAL SERVICE	4.08	445797
		118.05*
CONSTABLE PCT. 7		
AT&T	31.90	445769
DEPARTMENT OF INFORMATION RESOURCES	.03	445790
VERIZON WIRELESS	113.97	445793
		145.90*
CONSTABLE PCT. 8		

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NAME	AMOUNT	CHECK NO. TOTAL
VERIZON WIRELESS	113.97	445793 113.97*
AGRICULTURE EXTENSION SVC		
STARLA B. GARLICK	10.00	445700
DAVID OATES	10.00	445917
ALLEN HOMANN	10.00	445920 30.00*
HEALTH AND WELFARE NO. 1		
NSO - NURSES SERVICE ORGANIZATION	109.00	445697
CLAYBAR FUNERAL HOME, INC.	1,998.00	445719
AUSTIN CECIL WALKES MD PA	3,245.08	445783
UNITED STATES POSTAL SERVICE	73.27	445797 5,425.35*
HEALTH AND WELFARE NO. 2		
CASH ADVANCE ACCOUNT	474.50	445739
AT&T	31.88	445769
TIME WARNER COMMUNICATIONS	117.14	445776
AUSTIN CECIL WALKES MD PA	3,245.08	445783
AMERICAN CORPORATE SERVICES	136.25	445839
MELANCON'S FUNERAL HOME	1,500.00	445857
INDEYA GILDER	86.66	445953 5,591.51*
NURSE PRACTITIONER		
GEORGE V. ZUZUKIN, M.D.	1,000.00	445704 1,000.00*
CHILD WELFARE UNIT		
J.C. PENNEY'S	6,249.01	445802
SEARS COMMERCIAL CREDIT	1,643.50	445803
TYMIR WILSON PAYEE	20.00	445832
TYRE A WELLS	50.00	445884
TYTIANNA WELLS SIGARST	20.00	445886
DONALD ORCHID	20.00	445894
SHAWN MOUTON	20.00	445921
LARRY DOYLE JR	20.00	445934
IVORY BUCKANAN	15.00	445936
ZACKARIAH SMITH	20.00	445959
ORLANDO THOMAS	15.00	445960
MARAYA BROWN	15.00	445961
KAITLIN VAZQUES	20.00	445962
JOSLYN MCBRIDE	15.00	445963
JAYDON SCHERRY	15.00	445964
DASI VELASQUEZ	20.00	445965 8,177.51*
ENVIRONMENTAL CONTROL		
OFFICE DEPOT	542.24	445754
DEPARTMENT OF INFORMATION RESOURCES	.16	445790 542.40*
INDIGENT MEDICAL SERVICES		
KING'S PHARMACY	190.46	445705
DANA JOHNSON	600.00	445891
VECTOR SECURITY	219.00	445940 1,009.46*
MAINTENANCE-BEAUMONT		
MARK'S PLUMBING PARTS	161.38	445696
JOHNSTONE SUPPLY	22.90	445703
CITY OF BEAUMONT - WATER DEPT.	9,219.56	445718
ECOLAB	209.95	445725
ENTERGY	4,320.44	445733
M&D SUPPLY	28.68	445746
MCCOWN PAINT & SUPPLY OF TEXAS	419.11	445748
SANITARY SUPPLY, INC.	185.16	445765
ACE IMAGEWEAR	163.64	445768
AT&T	5,537.94	445769
REFLECTIONS	884.00	445789
DEPARTMENT OF INFORMATION RESOURCES	646.18	445790

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
AT&T GLOBAL SERVICES	62,545.17	445816
OTIS ELEVATOR COMPANY	2,808.46	445819
NEDERLAND FRAME SHOP	1,284.38	445848
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	445879
FRED MILLER'S OUTDOOR EQUIPMENT LLC	265.05	445896
CLIMATEC LLC	986.00	445901
CINTAS CORPORATION	180.73	445918
ADVANTAGE INTEREST INC	1,731.50	445945
		114,287.99*
MAINTENANCE-PORT ARTHUR		
ALL-PHASE ELECTRIC SUPPLY	180.34	445722
AT&T	61.92	445769
DEPARTMENT OF INFORMATION RESOURCES	.25	445790
SOLAR	210.15	445798
TEXAS GAS SERVICE	341.00	445815
PARKER LUMBER	185.14	445849
FRED MILLER'S OUTDOOR EQUIPMENT LLC	30.95	445896
		1,009.75*
MAINTENANCE-MID COUNTY		
SECURITY PEST MANAGEMENT	59.96	445766
BOSCO INDUSTRIES	250.00	445923
		309.96*
SERVICE CENTER		
INTERSTATE BATTERIES OF BEAUMONT/PA	102.95	445735
MUNRO'S	39.70	445751
TATE & CO., INC.	4,013.13	445779
LOWE'S HOME CENTERS, INC.	211.24	445806
BUMPER TO BUMPER	297.19	445824
ADVANCE AUTO PARTS	181.26	445870
SOUTHEAST TEXAS PARTS AND EQUIPMENT	360.12	445881
		5,205.59*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	11.30	445797
HILARY GUEST	100.17	445813
		111.47*
		384,987.49**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	558.20	445738
M&D SUPPLY	28.66	445746
MUNRO'S	54.20	445751
OFFICE DEPOT	86.45	445754
RITTER @ HOME	13.98	445762
SETZER HARDWARE, INC.	3.77	445767
TIME WARNER COMMUNICATIONS	79.75	445775
DEPARTMENT OF INFORMATION RESOURCES	.05	445790
FIRST CALL	39.80	445809
MCGRIFF, SEIBELS & WILLIAMS OF TX	12,000.00	445814
LJA ENGINEERING INC	593.75	445864
		13,458.61**
FEMA EMERGENCY		
CITY OF BEAUMONT - LANDFILL	385.00	445708
CITY OF BEAUMONT - LANDFILL	385.00	445709
CITY OF BEAUMONT - LANDFILL	423.50	445710
CITY OF BEAUMONT - LANDFILL	308.00	445711
M&D SUPPLY	160.29	445747
DRC EMERGENCY SERVICES, LLC	23,337.60	445828
DRC EMERGENCY SERVICES, LLC	23,985.38	445829
MARTIN PRODUCT SALES LLC	88.32	445833
MARTIN PRODUCT SALES LLC	1,030.40	445834
INDUSTRIAL & COMMERCIAL MECHANICAL	4,831.35	445865
ASCO	13,485.61	445872
ASCO	9,396.25	445873
SILSBEE FORD INC	27,327.50	445880
MARTIN MARIEETA MATERIALS	371.70	445903
MARTIN MARIEETA MATERIALS	334.35	445904
MARTIN MARIEETA MATERIALS	4,832.10	445905
MARTIN MARIEETA MATERIALS	8,809.20	445906

PGM: GMCOMMV2	DATE 04-30-2018	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
GULF COAST	1,811.52	445927
GULF COAST	2,354.84	445928
GULF COAST	367.88	445929
GULF COAST	2,173.96	445930
GULF COAST	3,526.48	445931
GULF COAST	1,932.56	445932
MILESTONE GOLF & TURF LLC	21,990.62	445950
		153,649.41**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	288.25	445801
JUDY PAASCH	50.00	445825
PATRICIA VELASCO	20.00	445913
		358.25**
LAW LIBRARY FUND		
STATE BAR OF TEXAS	98.00	445770
LEXISNEXIS MATTHEW BENDER	1,116.34	445807
THOMSON REUTERS-WEST	1,704.91	445876
		2,919.25**
EMPG GRANT		
TIME WARNER COMMUNICATIONS	85.43	445777
		85.43**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	31.31	445793
		31.31**
GRANT A STATE AID		
CASH ADVANCE ACCOUNT	765.45	445739
YOUTH & FAMILY ENRICHMENT CENTERS,	3,440.00	445804
YOUTH ADVOCATE PROGRAM	3,240.00	445836
TRUECORE BEHAVIORAL SOLUTIONS LLC	3,732.90	445952
		11,178.35**
COMMUNITY SUPERVISION FND		
CORRECTIONAL COUNSELING, INC.	647.24	445699
CASH ADVANCE ACCOUNT	1,179.25	445739
OFFICE DEPOT	1,322.68	445754
DEPARTMENT OF INFORMATION RESOURCES	.89	445790
VERIZON WIRELESS	41.77	445793
UNITED STATES POSTAL SERVICE	48.19	445797
JCCSC	145.00	445856
		3,385.02**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	2,123.89	445714
ENTERGY	1,664.73	445733
ISI COMMERCIAL REFRIGERATION	144.50	445736
KIM MCKINNEY, LPC, LMFT	150.00	445749
SYSCO FOOD SERVICES, INC.	1,286.24	445771
BURT WALKER PARTNERS, LTD	4,500.00	445782
DEPARTMENT OF INFORMATION RESOURCES	1.04	445790
VERIZON WIRELESS	15.66	445793
VINCENT'S A/C	153.03	445794
BEN E KEITH FOODS	1,240.17	445821
SAM'S CLUB DIRECT	96.08	445866
MATERA PAPER COMPANY INC	401.74	445875
GLOBAL TEL*LINK CORP	1,000.00	445892
CINTAS CORPORATION	85.71	445918
SOUTHERN SUPPLY	275.70	445922
		13,138.49**
COMMUNITY CORRECTIONS PRG		
CASH ADVANCE ACCOUNT	1,209.60	445739
		1,209.60**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	282.32	445754
		282.32**
CRIME VICTIMS CLEARING.		

PGM: GMCOMMV2	DATE 04-30-2018	AMOUNT	CHECK NO.	PAGE: 9 89 TOTAL
NAME				
KIMBERLY PHELAN, P.C.	500.00	445830		500.00**
LAW OFFICER TRAINING GRT				
OFFICE DEPOT	163.37	445754		163.37**
COUNTY CLERK - RECORD MGT				
TEXAS ASSN. OF COUNTIES - WORKERS'	375.00	445698		375.00**
DEPUTY SHERIFF EDUCATION				
CASH ADVANCE ACCOUNT	1,071.50	445739		1,071.50**
J.P. COURTROOM TECH. FUND				
VERIZON WIRELESS	227.96	445793		227.96**
HOTEL OCCUPANCY TAX FUND				
ENTERGY	806.88	445733		
CASH ADVANCE ACCOUNT	725.78	445739		
MUNRO'S	135.34	445751		
TRI-CITY COFFEE SERVICE	65.20	445780		
DEPARTMENT OF INFORMATION RESOURCES	7.67	445790		
CINTAS CORPORATION	47.43	445918		1,788.30**
CAPITAL PROJECTS FUND				
LJA ENGINEERING INC	1,117.75	445864		
TERRACON CONSULTANTS INC	10,000.00	445946		11,117.75**
AIRPORT FUND				
SPIDLE & SPIDLE	1,386.36	445702		
BEAUMONT TRACTOR COMPANY	15,500.00	445713		
OVERHEAD DOOR CO.	202.50	445757		
SANITARY SUPPLY, INC.	335.92	445765		
TIME WARNER COMMUNICATIONS	84.15	445778		
WORTH HYDROCHEM	120.00	445785		
DEPARTMENT OF INFORMATION RESOURCES	.17	445790		
VERIZON WIRELESS	37.99	445793		
LOWE'S HOME CENTERS, INC.	154.75	445806		
HERRERA'S EMERGENCY LIGHTING	250.00	445817		
CROP PRODUCTION SERVICES	6,240.00	445843		
UNIFIRST HOLDINGS INC	145.83	445844		
EAGLE TUGS	404.40	445860		
CRAWFORD ELECTRIC SUPPLY COMPANY	121.50	445869		
COASTAL BUSINESS FORMS	595.20	445874		
SOUTHEAST TEXAS PARTS AND EQUIPMENT	30.40	445881		
AERO PERFORMANCE	789.90	445882		
EASTERN AVIATION FUELS INC	56,497.10	445888		
FRED MILLER'S OUTDOOR EQUIPMENT LLC	39.90	445896		
SUPPLYWORKS	524.80	445900		83,460.87**
AIRPORT IMPROVE. GRANTS				
GARVER LLC	9,880.00	445847		
TOLUNAY-WONG ENGINEERS INC	3,232.50	445853		13,112.50**
SE TX EMP. BENEFIT POOL				
EXPRESS SCRIPTS INC	47,797.03	445947		
UNITEDHEALTHCARE INSURANCE COMPANY	99,392.64	445948		147,189.67**
LIABILITY CLAIMS ACCOUNT				
TRISTAR RISK MANAGEMENT	175.00	445827		
CALVERT EAVES CLARKE & STELLY LLP	690.66	445909		865.66**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT	5,899.83	445827		5,899.83**
BAIL BONDING FUND				

PGM: GMCOMMV2	DATE 04-30-2018		PAGE: 10 90
NAME	AMOUNT	CHECK NO.	TOTAL
FRANK ADAMS	500.00	445831	
DEBORAH BURKE	300.00	445954	
JOSEPH "LUM" HAWTHORN	1,000.00	445955	
GEORGE MICHAEL JAMAIL	8,000.00	445956	
CARL PARKER	3,500.00	445957	
LARRY DOWDEN	400.00	445958	
CNTY & DIST COURT TECH FD			13,700.00**
VERIZON WIRELESS	265.99	445793	
MARINE DIVISION			265.99**
RITTER @ HOME	110.53	445762	
VERIZON WIRELESS	341.91	445792	
BUMPER TO BUMPER	250.53	445824	
BILLY OWENS	180.00	445899	
ASAP - CONSTABLE			882.97**
OFFICE DEPOT	56.96	445754	
POCKET PRESS, INC.	89.41	445805	
2015 PORT SECURITY GRANT			146.37**
GOSS BUILDING INC	269,033.45	445897	
FY 2017 PORT SECURITY GRT			269,033.45**
CDW COMPUTER CENTERS, INC.	12,597.50	445788	
THE DINGO GROUP-PETE JORGENSEN MARI	26,933.55	445838	
			39,531.05**
			1,184,694.64***

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: APRIL 26, 2018

The following budget amendment for Beaumont Maintenance is necessary for water damage restoration to various offices due to upstairs restroom malfunction at the Annex.

120-6083-416-4009	Buildings & Grounds	\$21,705
120-9999-415-9999	Contingency	\$21,705



SERVPRO of Orange/Nederland/Lumberton
 2125 Stillwater Dr. #113
 Beaumont, TX 77705
 409-729-2800

Invoice

Date	Invoice #
4/25/2018	4930220

Bill To
Jefferson County Purchasing Department 1149 Pearl Street Beaumont, TX 77701

Job Location
Jefferson County Annex Building 215 Franklin Beaumont, TX 77701

Job Date	Rep	Terms
4/9/2018		

Item	Description	Amount
Water Commercial	Commercial water damage restoration. Sales tax exempt # 1-74-6000291-2 Sales Tax & City Beaumont	21,704.73 0.00
Total		\$21,704.73
Payments/Credits		\$0.00
Balance Due		\$21,704.73

Each SERVPRO® Franchise is Independently Owned and Operated

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: APRIL 26, 2018

The following budget amendment for Beaumont Maintenance is necessary for repairs to various offices due to water damage from upstairs restroom malfunction at the Annex.

120-6083-416-6014	Capital – Buildings	
	& Grounds	\$42,844
120-9999-415-9999	Contingency	\$42,844



SETEX
CONSTRUCTION CORP.

"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

April 26, 2018

Deborah Clark
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Project: "Annex 1"

Subject: "Proposal"

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

Dear Mrs. Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

AgriLife

- Remove Carpet
- Prep Floors
- Install VCT
- Install Base

Victims Assistance

- Install base

Employee Health

- Remove Carpet
- Prep Floors
- Install VCT
- Install base

JP Offices

- Remove Carpet
- Prep Floors
- Install Carpet in the Court Room
- Install VCT
- Install Base



Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

Subtotal	\$	41,798.42
Bond	\$	1,044.96
Total Proposed Cost\$		42,843.38

☎ (409) 842-8181
☎ (409) 842-2274
✉ setex@setexconstruction.com
🌐 setexconstruction.com

Proposed Exclusions:

Any items not specifically listed, unforeseen items beyond scope. Please see representations of impacted areas.

General Contracting

We estimate approximately fifteen (15) working days' total duration, upon material delivery.

Construction Management

Design-Build

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Job Order Contracting

Facilities Maintenance

Respectfully Submitted,
SETEX Construction Corp.

Commercial

Industrial

Government

Michael Waidley
Project Manager

Healthcare

18-0076

Infrastructure

Corporate

Education

Performing Arts

Historical



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30th day of April, 2018, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have completed **1,286** investigations of which **909** cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in **2017**; and

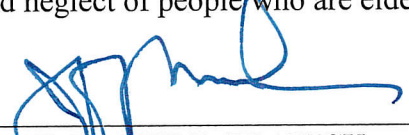
WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim the month of May 2017 to be Elder Abuse Prevention Month in Jefferson County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this 30th of **April 2018**.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT
COMMISSIONER MICHAEL S. SINE
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****April 30, 2018**

Receive and file the appointment of Richard D. Hughes, Criminal Associate Judge to replace Judge Leonard Giblin pursuant to Texas Government Code, Chapter 54A, Section 54A.002(a) and provide for the funding of such position at the same rates as were paid to Judge Giblin.

**AGENDA ITEM****April 16, 2018**

Consider and possibly approve the appointment of a Criminal Associate Judge to replace Judge Leonard Giblin pursuant to Texas Government Code, Chapter 54A, Section 54A.002(a) and provide for the funding of such position at the same rates as were paid to Judge Giblin.

*Call
Richard*

ORDER APPOINTING CRIMINAL ASSOCIATE JUDGE

Pursuant to the authority granted in the Texas Government Code Chapter 54A, sections 54A.001 through 54A.014, and pursuant to the authority of the undersigned duly-elected County Judge of Jefferson County, Texas and of the Criminal Courts of Jefferson County, Texas request and hereby approve of the appointment of Richard Hughes as Criminal Associate Judge for Jefferson County Criminal Courts.

The Criminal Associate Judge shall have the powers authorized under said Government Code provisions. Judge(s) of the Criminal Courts of Jefferson County, Texas handling misdemeanor and felony cases may refer to the Associate Criminal Judge any matter arising out of a criminal case involving:

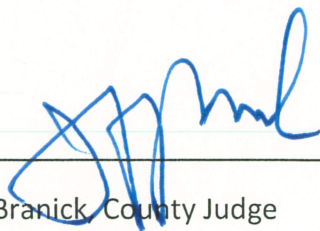
1. A negotiated plea of guilty or no contest before the court;
2. A bond forfeiture;
3. A pretrial motion;
4. A writ of habeas corpus;
5. An examining trial;
6. A occupational driver's license;
7. An appeal of an administrative driver's license revocation hearing;
8. A civil commitment matter under Subtitle C, Title, Health and Safety Code;
9. Setting, adjusting or revoking bond;
10. The issuance of search warrants, including a search warrant under Article 18.02(10, Code of Criminal Procedure, notwithstanding Article 18.01©, Code of Criminal Procedure; and;
11. Any other matter the judge considers necessary and proper.

This Order shall be construed also as an order of referral from each of the undersigned Judges to the Associate Criminal Judge to handle all cases and dockets which they may hereafter refer to the Associate Criminal Judge without the need for a separate written order for any case, as authorized per Section 54A.007(b)(5).

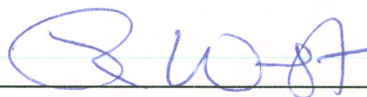
Nothing in this Order shall prevent a referring Judge from limiting the Associate Criminal Judge's powers in a specific case.

This Order is effective immediately as to each court listed below upon the signature of that court's judge.

Signed this 16th day of APRIL, 2018.

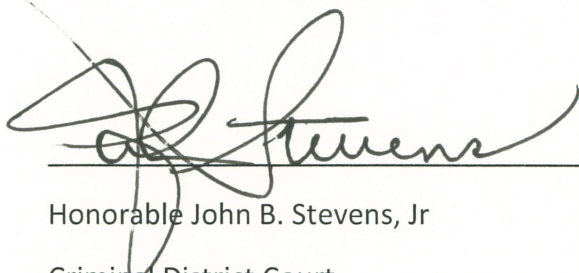


Jeff R. Branick, County Judge



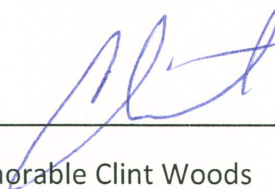
Honorable Raquel West

252nd District Court



Honorable John B. Stevens, Jr

Criminal District Court



Honorable Clint Woods

County Court at Law No. 3

Honorable Terrence Holmes

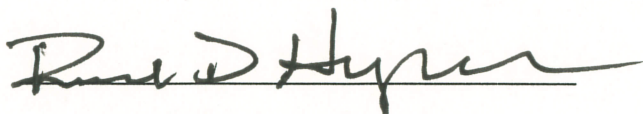
County Court at Law No. 2

In the name and by the authority of

The State of Texas

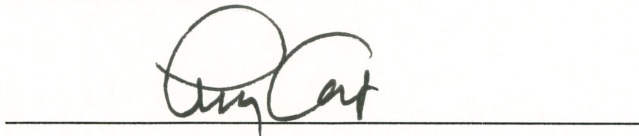
OATH OF OFFICE

I, Richard D. Hughes, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Criminal Associate Judge of the State of Texas, and I will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State so help me God.



Signature of Person taking the Oath

SWORN TO AND SUBSCRIBED before me by JUDGE LARRY GIV on this 23rd day of April, 2018.



Notary Public and Person Administering the Oath

Printed Name: JUDGE LARRY GIV

Notary Public, State of Texas

**AGENDA ITEM****April 30, 2018**

Receive and file executed Easement No. 03-2018 A W 083, on Texas Parks and Wildlife Department Land, to Jefferson County for the installation of the siphon at the J.D. Murphree Wildlife Management Area.

**EASEMENT ON TEXAS PARKS AND WILDLIFE DEPARTMENT LAND
TO JEFFERSON COUNTY**

Miscellaneous Easement No. 03-2018 A W083

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

This easement (Agreement) is granted by virtue of the authority provided in Section 11.301, TEXAS PARKS & WILDLIFE CODE, and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PREMISES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TEXAS PARKS AND WILDLIFE DEPARTMENT, whose address is 4200 Smith School Road, Austin, Texas, 78744 ("Grantor"), hereby grants to Jefferson County ("Grantee"), whose address is: 1149 Pearl Street, Beaumont, Texas 77701, with telephone (409) 835-8446, a non-exclusive easement for the purposes identified herein, the main purposes being the design, contracting and supervision of a project to construct and maintain a system of siphons to provide for the transport of water, from the Big Hill Unit of the J.D. Murphree WMA (JDMWMA) at a site known as the Magnolia Cut, on the north side of the Texas Gulf Intracoastal Waterway (GIWW) and transporting water under the GIWW to the Salt Bayou Unit of the JDMWMA on the south side of the GIWW, (drainage/siphon structures collectively referred to as the "Improvements").

1.02. The easement is located on the JDMWMA in Jefferson County, Texas. The easement tracts are: 1) Big Hill Unit at the southern-most portion of a ditch in the Magnolia Cut, running north-south and at a point just north of the GIWW. Coordinates for this location are 29 47'23.72" N by 94 00'49".81 W. Dimensions of this portion of the easement are approximately 500 feet by 500 feet, for a total of approximately 5.74 acres, and 2) Salt Bayou Unit, north end of Shell Lake, just south of the GIWW. Coordinates for this location are 29 47'23.72" N by 94 00'41.49" W. Dimensions of this portion of the easement are approximately 350' by 400' for an approximate total of 3.21 acres. Total acreage of both portions of this easement is approximately 8.95 acres. Both tracts are depicted in Exhibit B and described in the Vicinity Map attached hereto and incorporated herein for all purposes by this reference (the "Premises").

1.03 GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY

OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THE EASEMENT GRANTED HEREIN IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF GRANTOR, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF GRANTOR, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.03 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

1.04 Grantor and Grantee are also parties to the following related agreements: (1) Ducks Unlimited, Inc. & Texas Parks and Wildlife Department & Jefferson County, North American Wetlands Conservation Act Grant Partner Agreement US-TX-84-22 J. D. Murphree Wildlife Management Area (WMA), Middle Salt Bayou Marsh Restoration.

ARTICLE II. TERM

2.01. This Agreement is for two (2) years beginning May 1, 2018 and terminating on April 30, 2020, unless earlier or later terminated as provided herein; provided, Grantor and Grantee agree that this Agreement shall automatically terminate if Grantee ceases to use the Premises for the purposes set forth in Article IV hereof.

ARTICLE III. CONSIDERATION

3.01 For the term of this Agreement, beginning May 1, 2018, this easement is provided at no monetary cost from Grantor to Grantee, in consideration of the benefits to be derived from the improved transport and removal of excess water from the JDMWMA Big Hill Unit and surrounding marshlands, which is anticipated to result in increased productivity for habitat, fish and wildlife resources, research and operations and increased or improved recreational opportunity for the public on the state's wildlife management area.

ARTICLE IV. USE

4.01. Subject to the terms and conditions of this Agreement, Grantee (the term "Grantee" includes Grantee's officers, representatives, employees, agents, contractors, and subcontractors throughout this Agreement) shall have the right to use the Premises, together with the right of ingress and egress through JDMWMA, solely to construct,

Easement on Texas Parks and Wildlife Department
Page 3 of 12

maintain, operate and repair the Improvements. Grantee shall not use the Premises or JDMWMA for any other purpose without first obtaining the written consent of Grantor. Grantee shall not upgrade, or add utilities or infrastructure to the Improvements without the written consent of Grantor.

4.02. Grantor, its officers, representatives, employees and agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection, operations and for any other reasonable purpose necessary to protect Grantor's interests therein. Further, Grantor shall have the right to use any or all of the Premises for any purpose not inconsistent with this Agreement.

4.03. Grantee shall not use, or permit the use of, the Premises or JDMWMA for any illegal purpose. Grantee shall comply, and cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Agreement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over Grantee's activities or use of the Premises or JDMWMA.

4.04. Grantee shall not assign or sublease the Premises, or the rights granted herein, in whole or in part, to any third party for any purpose without the prior written consent of Grantor.

ARTICLE V. OPERATION

5.01. Subject to the terms and conditions set forth below, Grantee shall have the right to construct, maintain, operate and repair the Improvements on the Premises in accordance with the terms and conditions of this Agreement.

5.02. The location of the Premises is fixed at two locations on either side of the GIWW as described and depicted in Exhibits "A" and "B", and the proposed location of the water siphon structure, and shall not change without the prior written consent of the Grantor.

5.03. In accomplishing any installation, construction, maintenance, repair or operation of the Improvements, Grantee agrees to comply with the terms and conditions set forth and with the following special conditions:

- a. Grantee shall operate, maintain and repair the Improvements in a manner that results in the least possible disturbance to soils, vegetation and surrounding property. Grantee shall not operate vehicles off established and approved travel ways or conduct surface-disturbing activities, including maintenance, repair, replacement, or inspection activities, except in accordance with a surface use agreement signed by Grantor. For reasons of safety and security, Grantee shall provide notice to, and receive consent from the JDMWMA manager before Grantee's representatives, employees, agents, contractors, or

Easement on Texas Parks and Wildlife Department
Page 4 of 12

- subcontractors access the JDMWMA. Such consent by Grantor shall not be unreasonably withheld or delayed;
- b. This easement is to be considered as a maintained easement for the purpose of transporting water from the Big Hill Unit to the Salt Bayou Unit of the JDMWMA. No other disturbance of vegetation or soils is allowed outside this easement, unless approved in writing by the Project Leader or Area Manager for the JDMWMA. If approved in writing, Grantee may clear native vegetation only to the extent that it poses a hazard or hindrance to public safety or operation of the Improvements;
 - c. To dispose of brush and other materials cleared from the Premises by methods approved by Grantor. In no instance shall such materials be burned;
 - d. To exercise reasonable care in the operation, maintenance and repair of the improvements so as to cause the least possible amount of disturbance to natural features, or to constructed features;
 - e. To use commercially reasonable and appropriate efforts and safeguards to prevent pollution by or under Grantee of air, ground and water in and around the Premises; and to comply with all applicable rules and regulations of the State of Texas, and the federal government including, without limitation, the Texas Parks & Wildlife Department and other authorities with jurisdiction over the Premises and JDMWMA for the protection and preservation of public lands and waters;
 - f. To correct or repair damages resulting from activities authorized hereunder in a manner satisfactory to the Grantor or its designated representative;
 - g. To repair or replace, within a reasonable period of time, any fence, bridge, building or other structure, other than Grantee's own structures, damaged or destroyed by Grantee's activities on the Premises or JDMWMA, and to remove any equipment, structures, vehicles or other materials not in use or continually serving as functional components of the Improvements, as provided in 5.03.a. above;
 - h. To specifically comply with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended, superseded or replaced in the future;
 - i. Grantee shall avoid disturbance to nesting waterbirds during the period of February 15th to September 1st; and
 - j. Grantee is required to maintain and provide Grantor with the "as built" survey of the Improvements within 180 days of any such changes. This document shall include spatial coordinates which prove that all components of the Improvements lie within the Premises.

5.04. Grantee shall notify any contractor performing work or services related to this Agreement of all general and special conditions applicable to such work or services and shall provide Grantor with a copy of such notice. Further, Grantee shall be liable for any action of such contractor or its subcontractor which is inconsistent with the provisions of this Agreement.

Easement on Texas Parks and Wildlife Department
Page 5 of 12

5.05. Grantee shall provide written notice to Grantor of planned installation, construction, maintenance, or repairs at least 48 hours in advance of the initiation of such activity so that Grantor may adjust its own operation or public activities on or near the Premises.

5.06. Grantee shall be fully liable and responsible for any damage to the Premises and JDMWMA, the Improvements, or any other property of any nature, arising or resulting from its use of the Premises or JDMWMA, its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to the exercise of the rights granted herein. Grantee agrees to repair or replace, as required, such damage to land or Improvements to the reasonable satisfaction of Grantor, or, at Grantor's option, to compensate Grantor for a reasonable amount for such damage. In the event of an incident that results in pollution of the Premises and/or the adjacent property of Grantor or others, Grantee shall use all reasonable measures available to recapture any pollutants which have escaped or may escape. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE VI. INDEMNITY

6.01 TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS' AGENTS OR CONTRACTORS RELATED-TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING JDMWMA AND ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE VII. DEFAULT AND TERMINATION

7.01. In the event that Grantee fails to comply with any of the covenants, conditions, terms, undertakings or provisions hereof, Grantor shall notify Grantee in writing of said default and Grantee shall have thirty (30) days to cure the default; provided however if any such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done, or remedied within said period, then Grantee is deemed in compliance if Grantee commences same within said period and thereafter diligently and continuously prosecutes the same to completion. Further, no waiver of any default, breach or noncompliance with respect to any of the covenants, conditions, undertakings or provisions hereof which may be given by Grantor shall operate as a waiver of any subsequent or different breach or default or as a waiver of Grantor's rights under this paragraph.

7.02. Each of the following acts by Grantee shall constitute an event of default and termination hereunder:

- a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.
- b. Bankruptcy, insolvency or other such act resulting in the appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of Grantee's affairs.
- c. Material noncompliance with the Agreement after notice and opportunity to cure as provided in sec. 7.01.

7.03. Except as otherwise provided in subsection 7.04, Grantee shall, within sixty (60) days from the date of expiration or sooner termination of this Agreement, remove all personal property and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with Grantor's guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify Grantor at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present. Grantor may require that the improvements be left in place if in the Grantor's sole opinion and discretion, the removal of Improvements would result in greater damage to the Premises than leaving the Improvements in place.

7.04. Grantor may waive the removal/restoration requirements in subsection 7.03 if, in Grantor's sole opinion and discretion, such waiver is in the best interest of Grantor. No such waiver is effective unless such waiver is in writing and may be conditioned upon

Easement on Texas Parks and Wildlife Department
Page 7 of 12

factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvements, and other factors considered to be in the best interest of Grantor.

ARTICLE VIII. HOLDOVER

8.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement.

8.02. The tenancy from month-to-month described in Section 8.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

ARTICLE IX. RESERVATIONS

9.01. To the extent not previously conveyed, Grantor reserves to itself all rights to all minerals, ores and metals of any kind and character found at the surface and in, on or under the Premises and JDMWMA and to all groundwater and geothermal resources.

ARTICLE X. NOTICE

10.01. Each party shall keep the other informed of its current address. The initial addresses for notice are as follows:

GRANTOR:

Texas Parks and Wildlife Department
Attn: WMA Facilities Coordinator
4200 Smith School Road
Austin, Texas 78744-3291

GRANTEE:

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Phone (409) 835-8446

WILDLIFE DIVISION

Dennis Gissell, 512-389-4407

10.02. Any notice which may or shall be given hereunder shall be in writing and shall be sent by U.S. mail, postage prepaid, registered or certified, with return receipt requested,

Easement on Texas Parks and Wildlife Department
Page 8 of 12

to the respective addresses stated above or as changed by a party from time to time by the giving of notice to the other.

10.03. No change of address of either party shall be binding on the other until notice of such change is given as provided herein. A post office receipt for such notice or a signed return receipt shall be conclusive that such notice was delivered in due course if mailed as provided above. Any notice mailed in the above manner shall be deemed completed upon the earlier to occur of (1) actual receipt, as indicated on a signed return receipt or (2) three days after posting such notice as provided above.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect to the extent reasonable and practicable.

11.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be). The words "hereof," "herein," "hereunder," "hereinafter" refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

11.03. Neither acceptance of consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the Grantor nor failure by Grantor to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the Grantor's rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the Grantor hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the Grantor unless such waiver be in writing, signed by a duly authorized representative of the Grantor.

11.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of Grantor or make the Grantor liable for the debts of Grantee.

11.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

Easement on Texas Parks and Wildlife Department
Page 9 of 12

11.06. Under no circumstances whatsoever shall the Grantor ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on Grantor during the period of its ownership of the Premises and in the event of the transfer of such ownership interest, Grantor shall thereupon be released and discharged from all covenants and obligations under this Agreement incurred after the date of ownership transfer.

11.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

11.08. The obligation of Grantee to pay all consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any consideration or other sums provided hereunder to be paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense that the Grantor is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

11.09. Neither Grantor nor Grantee shall be liable to the other for any delay in, or failure of performance, of any requirement under this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. The Parties shall provide each other written notice of any change in name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.02. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within thirty (30) days following such request or such other time period approved by the Grantor (such approval not to be unreasonably withheld).

Easement on Texas Parks and Wildlife Department
Page 10 of 12

12.03. Grantee hereby acknowledges that late submission by Grantee to the Grantor of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the Grantor to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain.

ARTICLE XIII. ENTIRE AGREEMENT

13.01. This Agreement, including exhibits, constitutes the entire agreement between Grantor and Grantee and no prior written or prior contemporaneous oral promises or representations shall be binding.

13.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

13.03. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

13.04. Within thirty (30) days following execution of this Agreement, Grantee shall record the Agreement or a memorandum thereof in the real property records of the county or counties in which the Premises are located and provide a certified copy of the recorded instrument to Grantor.

13.05. Upon expiration or earlier termination of this Agreement, Grantee agrees to execute documents, in recordable form, reasonably required by Grantor to evidence expiration or termination of this Agreement. GRANTEE'S OBLIGATION TO EXECUTE SUCH DOCUMENTS SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Easement on Texas Parks and Wildlife Department
Page 11 of 12

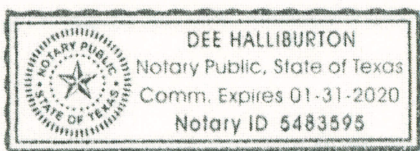
TEXAS PARKS AND WILDLIFE DEPARTMENT (GRANTOR)

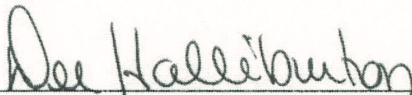
By:  4-10-18
Ann Bright, Date
Chief Operating Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement was acknowledged before me on the 10 day of April 2018, by Ann Bright, Chief Operating Officer of the Texas Parks and Wildlife Department.




Dee Halliburton
Notary Public
State of Texas

Easement on Texas Parks and Wildlife Department
Page 12 of 12

JEFFERSON COUNTY (GRANTEE)

By: _____

4/2/18

Date

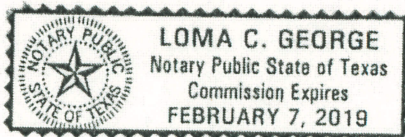
Printed Name: JEFF R. BRANICK Title: COUNTY JUDGE

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Jefferson §

This Agreement was acknowledged before me on the 2nd day of APRIL
2018, by JEFF R. BRANICK, on behalf of Jefferson County.



Loma C George
Loma C George
Notary Public
State of Texas

**AGENDA ITEM****April 30, 2018**

Receive and file executed Surface Use Agreement #02/18A-W083 between Jefferson County and Texas Parks and Wildlife Department for the installment of the siphon at the J.D. Murphree Wildlife Management Area.

Texas Parks & Wildlife Department

Memorandum

To: Ann Bright, Chief Operating Officer
From: Dennis Gissell, Wildlife Management Area Facilities Coordinator
Date: 04/18/18
Re: Attached Surface Use Agreement (SUA) with Jefferson County for J.D. Murphree WMA Siphon Project

The attached Surface Use Agreement # 02-2018 A W083, authorizes Jefferson County to access the J.D. Murphree WMA, submit/award/contract bids for contracts to install the four, 36" pipelines and for the county to serve as project manager for the Siphon project at the J.D. Murphree WMA.

Please recall that we just completed a partnership agreement for the award and administration of a NAWCA grant by Jefferson County and Ducks Unlimited, which will include several phases of project development, both on and off the WMA. Most recently, we just completed an easement with Jefferson County, authorizing them to submit bid requests, award and manage a contract to install freshwater siphon pipes and to provide a framework for the actual work under an SUA. Now, the attached SUA will authorize the actual access and physical project work, extending from the Magnolia Cut ditch on the Big Hill Bayou Unit of the J.D. Murphree WMA, on the north side of the Inter-coastal Canal, to transport freshwater under the canal and onto the Salt Bayou Unit of the J.D. Murphree WMA, allowing for a more effective and efficient means of providing, managing and controlling the use of freshwater to benefit that marsh ecosystem.

Please let me know if you should desire additional information or assistance, and sign the attached original easement, as appropriate.

Thank you

Dennis Gissell

Wildlife Management Areas

**SURFACE USE AGREEMENT # 02/18A-W083
PIPELINE INSTALLATION**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON §

This surface use agreement for pipeline installation (Agreement) is entered into as of the 19th day of April, 2018 by and between Texas Parks and Wildlife Department, an agency of the State of Texas, hereinafter called "Department," and Jefferson County, a government agency, with offices at Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 and mailing address for all correspondence and notices to telephone (409) 835-8584 (Grantee). This Agreement terminates on April 30th 2020.

WITNESSETH

WHEREAS, Department is the surface owner of the lands situated in Jefferson County, Texas designated as the J.D. Murphree Wildlife Management Area, hereinafter called "the Land," and

WHEREAS, Grantee as owner of a certain easement (Miscellaneous Easement No. 03-2018 A W083), with the right to use the surface to the extent necessary to install and maintain a siphon pipeline, and

WHEREAS, Grantee desires to use two portions of the Land as workspaces, which are the subject of the afore-mentioned easement, including access for installation of the siphon pipeline within said easement at the location depicted in Exhibit A;

NOW, THEREFORE, Department, for and in consideration of the mutual benefits to be achieved by the installation of the siphon pipeline and associated equipment and facilities (described in Exhibit B), hereby grants to Grantee, the right to enter upon the Land for the purpose of boring and installing a siphon pipeline, access, staging of materials and construction work in furtherance of its siphon pipeline boring project, SUBJECT TO the following conditions:

1. Grantee shall complete the project, including all construction and site restoration activities no later than May 1, 2018²⁰. Grantee will adhere to access conditions stipulated in Exhibit "D", which provides scheduled public hunting dates on the WMA. All Grantee personnel must remain within the designated access locations, the pipeline easements or the temporary work space depicted in Exhibit "A" for the duration of the project.

2. Grantee will exercise reasonable care in the use of the access routes, ditches, easements, workspaces and staging locations, so as not to cause unnecessary damages to the Land and so as to cause the least amount of disturbance to the soil and vegetation. Grantee shall restore any and all disturbed areas in the easement areas and the temporary workspaces to a like or better condition than existed prior to the beginning of the project.

3. The term "like or better condition" as used in paragraph No. 2 above means that upon removal or disturbance of soils and vegetation within the easements and temporary workspaces, the disturbed area shall be restored to the pre-existing grade so as to preserve the topsoils. The Access areas shall be covered with boards or planks, as necessary to eliminate or minimize damages from vehicles and heavy equipment. In addition, any excavation shall be "double ditched"; meaning topsoil and organic materials are set aside to be replaced on top of the buried pipe, thus enhancing re-vegetation of the excavated site. The site shall be re-vegetated in accordance with provisions in Paragraph No. 2 above.

4. All debris, including but not limited to any soil-damaging chemical, petrochemical, or solid waste, shall be disposed of by removing same from the Land and in no event will Grantee be authorized to burn any such debris on the Land. No herbicides or biocides are to be used on the Land unless specifically authorized by the Area Manager.

5. Grantee must travel on the Land and interior waters by means, methods and schedules as approved by the Area Manager. The Area Manager is Michael Rezsutek (409) 736-2551.

6. Vehicle, equipment or boat traffic to and from the easements and temporary

workspaces shall be restricted to routes and locations specified by the Area Manager. Access to the siphon pipeline and associated drainage easement and temporary workspaces will be limited to authorized employees or contractors of the Grantee, who shall be responsible for keeping all access routes secure.

7. No firearms are to be taken on the Land by any agent, servant or employee of Grantee or its contractor at any time.

8. The rights granted under this Agreement may be used by Grantee and its contractors and subcontractors. None of the rights granted under this Agreement by Department may be assigned to any other entity whatever, except by written permission from Department.

9. Except in an emergency, Grantee shall notify the Area Manager at least forty-eight (48) hours prior to entering the easements or temporary workspaces.

10. Upon completion of any construction, Grantee shall notify Department in writing that all work has been completed and Department, within thirty (30) days, may inspect the easements and temporary workspaces and require such additional clearing, leveling or debris removal to be carried out as it shall determine necessary to conform with the requirements in this Agreement.

11. Upon completion of the work contemplated hereby, Grantee shall notify the Department as required in the previous paragraph and all rights and privileges granted hereunder shall automatically terminate and shall revert to Department.

12. Grantee assumes full responsibility for any damages which may occur to the Land or to improvements during the term of this Agreement and Grantee agrees to replace or repair such improvements and/or correct such damage to the reasonable satisfaction of Department, or at the election of Department compensate Department for such damage in an amount reasonably necessary to repair or replace such improvements and/or correct such damage.

13. Grantee, in exercising the privileges granted by this Agreement, shall comply with the regulations of Department and all Federal, State, County and municipal regulatory agencies which are applicable to the area or operations covered by this Agreement.

14. Grantee shall perform its activities in accordance with applicable air and water quality standards and plans of implementation; including, but not limited to, standards adopted pursuant to the Clean Air Act, as amended (42 U.S.C. 1957) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1321).

15. **TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY AND HOLD DEPARTMENT AND ITS EMPLOYEES HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, DAMAGES, INJURIES, CLAIMS AND CAUSES OF ACTION WHICH MAY BE ASSERTED BY REASON OF PERSONS KILLED OR INJURED AND PROPERTY DAMAGED OR DESTROYED AND WHICH DEATHS, INJURIES AND/OR DAMAGES ARISE FROM THE OPERATIONS OF GRANTEE AND/OR ITS AGENTS AND CONTRACTORS UNDER THIS AGREEMENT (EXCLUDING FROM THIS INDEMNITY, HOWEVER, INJURIES AND DAMAGES RESULTING FROM THE SOLE NEGLIGENCE OF DEPARTMENT). WHERE PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY IS THE RESULT OF JOINT NEGLIGENCE OR WILLFUL MISCONDUCT OF DEPARTMENT AND GRANTEE AND/OR A THIRD PARTY, THE GRANTEE'S DUTY OF INDEMNIFICATION SHALL BE IN PROPORTION TO ITS ALLOCABLE SHARE OF SUCH JOINT NEGLIGENCE OR WILLFUL MISCONDUCT.**

ACCESS TO THE LAND IS ACCEPTED BY GRANTEE IN AN "AS IS," "WHERE IS" CONDITION, AND DEPARTMENT MAKES NO REPRESENTATIONS OR WARRANTIES TO GRANTEE AS TO THE LAND'S CONDITION OR ITS FITNESS FOR A PARTICULAR PURPOSE. DEPARTMENT DISCLAIMS AND GRANTEE HEREBY WAIVES ALL EXPECTATION OF OR RELIANCE UPON ALL WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE LAND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION WITH RESPECT TO THE CONDITION OF THE LAND, ANY OBLIGATION OR LIABILITY IN TORT, NEGLIGENCE OR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE OR PROFITS, OR CONSEQUENTIAL DAMAGES AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, ACTS OF NATURE, COURSE OF DEALING OR USAGE OF TRADE). GRANTEE REPRESENTS AND WARRANTS THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S INDEPENDENT ANALYSIS AND INVESTIGATIONS OF THE LAND AND GRANTEE ASSUMES THE RISK THAT AN ADVERSE CONDITION OF THE LAND MAY NOT HAVE BEEN REVEALED BY ITS OWN DUE DILIGENCE. ANY INFORMATION, REPORTS, DOCUMENTS OR ADDITIONAL ITEMS SUPPLIED BY DEPARTMENT, WHETHER WRITTEN OR ORAL, ARE BEING DELIVERED TO GRANTEE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS, SOLELY AS A COURTESY. THIS COVENANT RELEASING DEPARTMENT IS BINDING UPON GRANTEE, ITS SUCCESSORS AND ASSIGNS.

16. Grantee shall not begin any activity involving disturbance of the surface of the easements or temporary workspaces without first obtaining a permit, or consulting with Department compliance specialists in compliance with Subchapter E, Section 191.131(B), Texas Antiquities Code as well as necessary 404 permits, or endangered species reviews and

consultations. A copy of permits shall be delivered to the Wildlife Facilities Coordinator prior to commencing any activity permitted hereby.

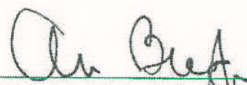
17. ~~A performance bond insuring compliance with the terms of this Agreement shall be executed by Grantee in the amount of \$50,000.00 and delivered to Department prior to commencing any activity permitted hereby. The performance bond shall be returned to Grantee upon the satisfactory completion of Grantee's obligations under this Agreement.~~ Omitted by agreement.

18. This Agreement in no way modifies or changes the terms and conditions in Grantee's easements covering the Land.

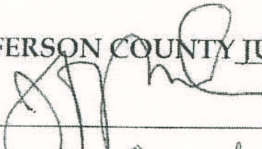
19. Under this Agreement, obligations of the Grantee apply to and are binding on its agents, contractors and successors in interest.

EXECUTED this the 19th day of April, 2018.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: 
Ann Bright, Chief Operating Officer

JEFFERSON COUNTY JUDGE

By: 
Its: County Judge

STATE OF TEXAS §

COUNTY OF Jefferson §

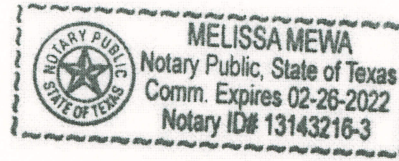
This instrument was acknowledged before me on April 9th, 2018 by Judge
Jeff Branick County Judge of Jefferson
County.

Melissa Mewa

Notary Public in and for the State of TEXAS.

Print Name: MELISSA MEWA

My commission expires: 2/26/22



STATE OF TEXAS

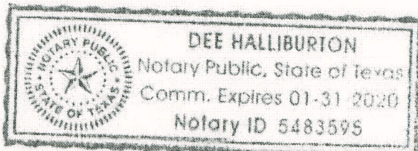
§

COUNTY OF Travis

§

This instrument was acknowledged before me on April 19, 2018 by

Ann Bright, Chief Operating Officer of Texas Parks and Wildlife Department



Dee Halliburton

Notary Public in and for the State of TEXAS.

Print Name: Dee Halliburton

My commission expires: 1-31-2020

April 30, 2018

COMMISSIONERS COURT

Receive and file executed Surface Use Agreement #02/18A-W083 between Jefferson County and Texas Parks and Wildlife Department for the installment of the siphon at the J.D. Murphree Wildlife Management Area.

Fred Jackson

From: Dennis Gissell <Dennis.Gissell@tpwd.texas.gov>
Sent: Friday, April 20, 2018 1:29 PM
To: Fred Jackson
Cc: Todd George; Len Polasek; Michael Rezsutek
Subject: FW: Surface Use Agreement Jefferson County for JD Murphree WMA Siphon Project 4-19-18.pdf
Attachments: Surface Use Agreement Jefferson County for JD Murphree WMA Siphon Project 4-19-18.pdf; Murphree WMA Locator.jpg; Exhibit B - Siphon Control Structures.pdf; 4-18-18 Signed Easement.pdf

Fred,

Attached, please find the following documents for the Siphon project on the J.D. Murphree Wildlife Management Area:

- 1) Fully signed and notarized Easement authorizing areas on the WMA to be used for siphon project
- 2) Fully signed and notarized Surface Use Agreement authorizing siphon project access and work on the WMA
- 3) Exhibits A and B, serving both documents, with Exhibit A showing the location of the WMA and Exhibit B showing the project site and project description

Hard copies of these agreements will be placed in the mail today, to you. Thank you so much for your great assistance with this project!

Thank you
 Dennis Gissell
 Wildlife Management Areas
 Texas Parks & Wildlife Department
 4200 Smith School Road
 Austin, Texas 78744

512-389-4407

General Notes

The Contractor shall have full responsibility for testing all materials incorporated in the project at his sole expense. Contractor shall assume ownership for all designated construction waste material and dispose of it at a place off of Jefferson County property, as approved by the Engineer.

Contractor shall procure all the necessary city and/or county permits and licenses.

The responsibility for the construction surveying on this contract will be the Contractor's responsibility. No additional compensation will be paid the Contractor for surveying on this project.

Working days will be charged Sunday through Saturday, including Holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

All items not specifically covered in these General Notes and Specifications shall be governed by the TxDOT Standard Specifications Manual, 2014 Edition.

Item 100 Preparing Right of Way

Prepare the right of way and designated easements for construction operations by removing and disposing of all vegetation and organic material or anything that would hinder the construction of this Project. All materials removed shall not be reused in the embankment or any part of the construction of this project.

Item 110 Excavation

Excavate areas as shown on plans or as directed by the Engineer to the lines, grades, and typical sections on the plans. All excavation, except grass and other organic matter to be disposed of shall be used as fill on this project.

Item 132 Embankment

Compaction shall be "Ordinary" compaction and maximum lift thickness shall be 8" loose.

Item 164 Seeding for Erosion Control

Provide and install a mixture of 2500 pounds per acre of cellulose fiber mulch, 3 pounds of pure live Bermuda grass seed per acre, fertilizer at a rate of 100 pounds of Nitrogen per acre and enough water to make the mixture sprayable to the areas to be seeded. Fertilizer shall be subsidiary to this item.

Item 400 Excavation and Backfill for Structures

Cement stabilized backfill shall be cohesionless sand, water, and 7% cement based on dry weight of sand.

Item 403 Temporary Special Shoring

Furnish and place temporary shoring for excavations deeper than 5 feet. Provide vertical or sloped cuts, benches, shields, support systems, that provide the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR 1926, Subpart P, "Excavations".

Item 618 Conduit

Conduit pipe shall be high density polyethylene (HDPE) and have a minimum pressure rating of 100 psi.

Item 1000 Horizontal Directional Drilling

HDPE pipe shall be installed by Horizontal Direction Drilling (HDD) method with a 12" entry and exit angle and 720' radius on curve. Flange shall be installed on pipe after drilling.

Item 2000 Filter Fabric

Furnish and install filter fabric in areas shown on the plans and according to the manufacturer's recommendations. Filter fabric shall conform to DMS-6200, "Filter Fabric", Type 2.

Item 8000 Dewatering

Contractor shall submit a dewatering plan to the Engineer prior to the beginning of construction.

Item 9000 Articulated Concrete Mats

Articulated concrete mats shall consist of open-cell blocks. Weight of blocks shall be 40 to 50 pounds per square foot with a nominal thickness of 6 inches. Articulated concrete mat shall be ArmoFlex Class 50-S or an approved equivalent.

Item 9010 Vinyl Sheet Pile

Vinyl Sheet Pile constructed with 9 (nine) foot structures shall have an allowable moment capacity greater than 7,000 foot pounds per foot. Sheet pile shall be ShoreGuard SG-825 or an approved equivalent.

Vinyl Sheet Pile constructed with 5 (five) foot structures shall have an allowable moment capacity greater than 2,700 foot pounds per foot. Sheet pile shall be ShoreGuard SG-425 or an approved equivalent.

All Sheet Pile layout and orientation shall be submitted to Engineer for approval prior to construction.

Item 9020 Siphon Structure (Installed)

Siphon Structures shall be built and installed according to plan details. Any variation from the plan drawings must have prior approval from the Engineer. Siphon Structures have front side tabs that the vinyl sheet pile shall be attached to with 3/4" stainless steel bolts, washers and nuts at a spacing of 1 (one) foot apart. The rear side tabs shall be attached to 6" x 6" treated timbers that are driven a minimum of 4 feet into the ground at each tab location. The rear tabs shall have the same size bolts and bolting pattern as the vinyl sheet piling. Bolt configuration shall be submitted to the Engineer prior to drilling of holes. Note that bolt configuration will vary depending on sheet pile size being attached and location of sheet pile relative to Siphon Structure.

Siphon Structures have a 6 (six) foot rolled metal plate sub-out in the rear. The 36" plate shall be aluminum and be welded, if necessary, to be placed at full length and avoid joints or connections. This rolled plate shall be considered part of the overall siphon structure and will be subsidiary to Item 9020 with no extra compensation.

Item 9030 Wale System

Wale System shall be installed on Vinyl Sheet Pile SG-825. 4"x6" timber wales shall be constructed where indicated on plans. Installation and materials needed for installation, including timber wales, tie back rods, hardware and anchor blocks, shall be subsidiary to Item 9030 with no extra compensation.

Item 9040 Breakwater

Breakwaters shall have a side slope of 2.5 to 1. The crown shall have a width of 3 feet. Rock will be 18 inch graded rock placed to ensure no large outcroppings occur. The top elevation of the breakwater shall be +4.0 NAVD.

Gradation shall be	Weight #	% Lighter
	400-160	100
	160-80	50
	80-30	15

1-2

2-2

SALT BAYOU
GENERAL NOTES

FOR REVIEW ONLY
WALLACE R. WALLACE, P.E.
NOT TO BE USED FOR
CONSTRUCTION PURPOSES

DATE
XX/XX/15

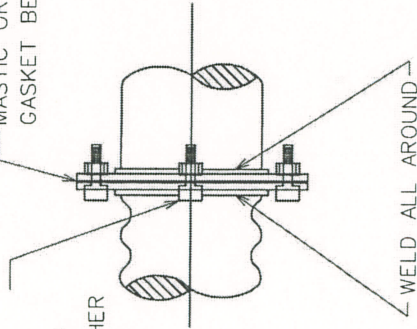
CLIENT
Jefferson County
Blount, Texas 77011
Public Information
800-666-6666
Phone 409-813-1962
Fax 409-813-1962

PROJECT LOCATION
CITY
COUNTY
STATE

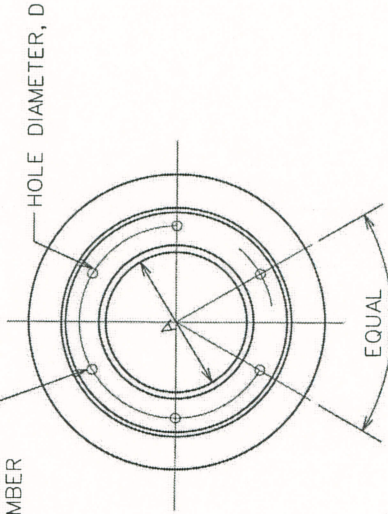
SITE ADDRESS
JEFFERSON
COUNTY
STATE
CITY
COUNTY
STATE
SHEET
DRAWING
03

MINIMUM
3/8" DIAM x 1 1/2"
HEX HEAD BOLT
W/DOUBLE WASHER
GRADE 5

MASTIC OR NEOPRENE
GASKET BETWEEN FLANGES



SEE COLUMN C BELOW
FOR MINIMUM NUMBER
OF HOLES



INSTALLATION DETAIL

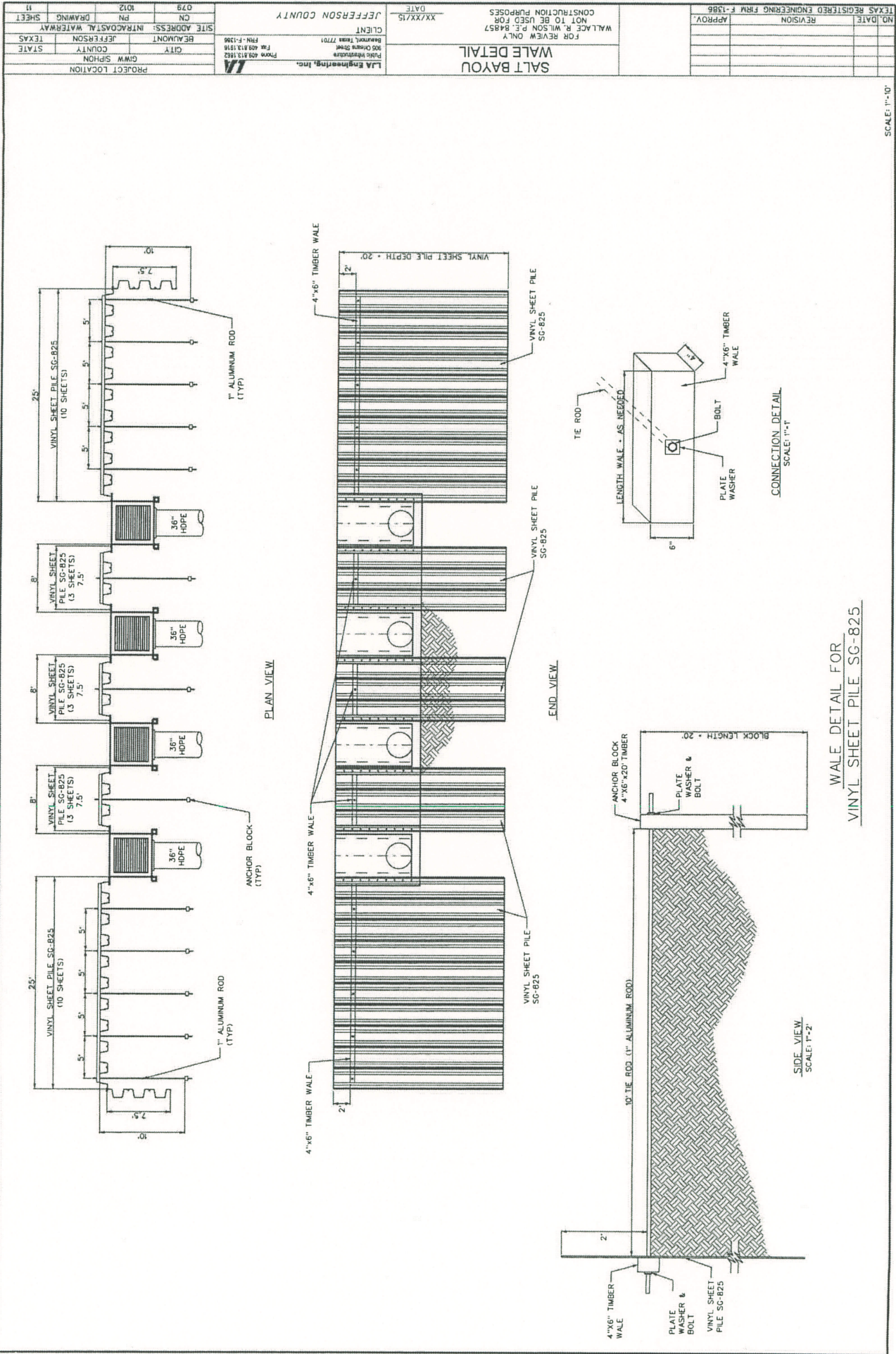
FLANGE DETAIL

FLANGE DETAILS		
A (PIPE DIAM.)	C (MIN NUMBER OF HOLES)	FLANGE SIZE
8"	6 @ 5 3/8" CC	12 gage
12"	8 @ 5 3/8" CC	12 gage
15"	6 @ 6 1/2" CC	1 1/2 x 1 1/2 x 1/8"
18"	8 @ 7 1/8" CC	1 1/2 x 1 1/2 x 1/8"
24"	12 @ 6 1/2" CC	2 x 2 x 3/16"
30"	12 @ 8 3/8" CC	2 x 2 x 3/16"
36"	16 @ 7 1/2" CC	2 x 2 x 1/4"
42"	18 @ 7 1/8" CC	2 x 2 x 1/4"
48"	20 @ 7 1/8" CC	2 x 2 x 1/4"
54"	20 @ 9 3/32" CC	2 x 2 x 1/4"
60"	21 @ 9 9/16" CC	2 x 2 x 1/4"

NOTES:

1. FLANGE MUST BE MADE OF A COMPATIBLE MATERIAL TO THE PIPE.
2. WELDS MUST BE MADE WITH MATERIAL COMPATIBLE WITH THE PIPE AND FLANGE.
3. WELDS MUST BE WATERTIGHT.
4. SIZE HOLE DIAMETER D TO FIT BOLT DIAMETER.
5. INSTALL BOLTS WITH WASHERS AND NUTS IN EACH HOLE.

SALT BAYOU FLANGE DETAIL		FOR REVIEW ONLY WALLACE R. WILSON P.E. B4857 NOT TO BE USED FOR CONSTRUCTION PURPOSES		DATE XX/XX/15	JEFFERSON COUNTY
LJA Engineering, Inc. Public Information 805 Oakman Street Birmingham, TN 37201 Phone 409.313.1862 Fax 409.313.1862 P.O. Box 1306		CLIENT JEFFERSON COUNTY		PROJECT LOCATION GROW SYPHON CITY JEFFERSON COUNTY STATE TEXAS	
DRAWING SHEET 10		CN 079		1012	



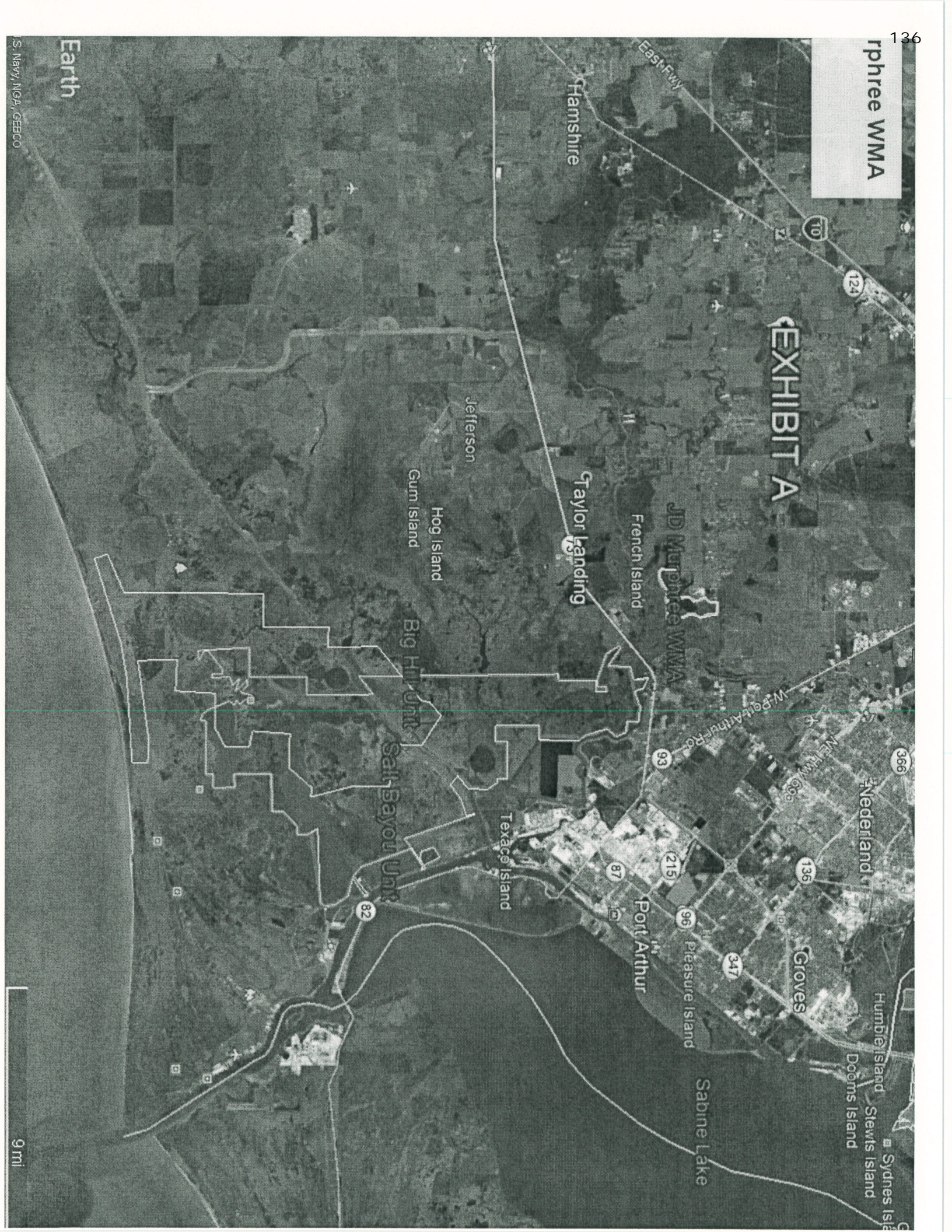
rpthree WMA

EXHIBIT A

Earth

S. Navy, NGA, GEBCO

9 mi





Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

April 9, 2018

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of March 31, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.707%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury discount rate on March 31, 2018 was 1.68% and the interest on your checking accounts for the month of March was .30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda April 30, 2018, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for March, 2018,
including the year to date total earnings on County funds.

FISCAL YEAR 2017-2018			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	1.130%	\$23,413.26	0.300%
NOVEMBER	1.239%	\$15,349.08	0.300%
DECEMBER	1.420%	\$71,947.03	0.300%
JANUARY	1.480%	\$36,374.88	0.300%
FEBRUARY	1.570%	\$48,601.52	0.300%
MARCH	1.680%	\$20,248.36	0.300%
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 215,934.13	



JEFFERSON COUNTY
Engineering Department

ENGINEERING DEPARTMENT

AGENDA ITEMS

April 30, 2018

- a) Execute, receive and file Pipeline Permit 03-P-18 to Florida Gas Transmission Company, LLC for the purpose of constructing and maintaining a pipeline for the distribution of natural gas crossing Humble Camp Road and Hillebrandt Road. This project is located in Precincts 2 and 3.

- b) Consider and possibly approve an Amended Plat of Buchalter Subdivision, a 1.21 acre tract out of the T.&N.O.R.R. Survey, Section 136, in the W. J. Webb Survey, Abstract 620, in Jefferson County. This property is located at the corner of State Highway 124 and Alamo Street in Precinct 3 and is the site for a proposed Dollar General Store. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

Permit No. 03-P-18Precinct No. 2E3Bond 022058652 & 022058653
2017 Extension 02-P-17**APPLICATION FOR PIPE LINE PERMIT**

(2003 revision)

Date: April 12, 2018

HONORABLE COMMISSIONERS' COURT

JEFFERSON COUNTY

BEAUMONT, TEXAS 77701

Gentlemen:

Florida Gas Transmission Company, LLC (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of natural gas, location of which is fully described as follows:

2 pages of drawings attached.Construction will begin on or after May 10, 2018.

It is understood that all work will comply with the requirements of the Pipe Line Policy

Adopted by Jefferson County Commissioners Court on 2011, and all

Subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

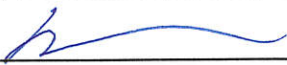
2 road crossing @ \$100.00 \$ 200.00 miles parallel @ \$150.00/mile or fraction \$ Total \$ 200.00

We understate that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5000.00 per crossing and \$50,000.00 per

mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit issued for a period of twenty-five years, at which time, the permit must be renewed.

Company Florida Gas Transmission Company

By 

David E. Halvorson

Title Sr. Right of Way Agent

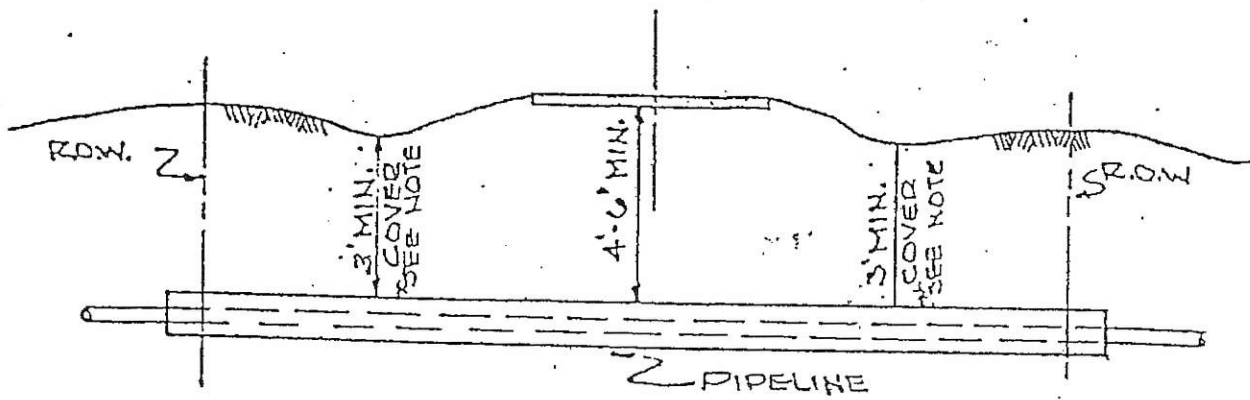
Address 1300 Main

Houston, TX 77002

Phone No. 281.924.6650

Fax No. _____



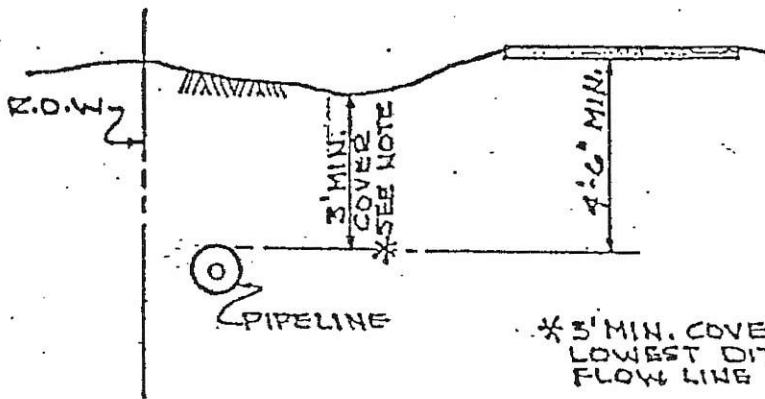


3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

SEE ATTACHED ENGINEER'S
LETTER OF SPECIFICATION

1. STANDARD PIPELINE CROSSING



12.8 FT
20.5 FT
BELOW PER
PLANS & SPECIFICATION

* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 10,000.00

Donald M. Rao

Director of Engineering

04/30/18

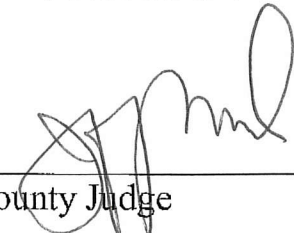
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 10,000.00. Special conditions of construction (are/are not) attached hereto,

COMMISSIONERS COURT

By


County Judge

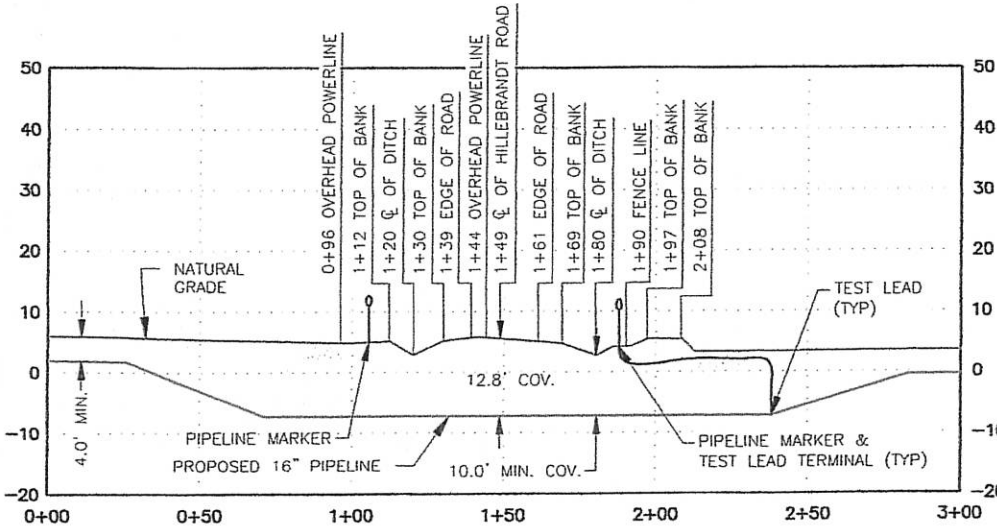
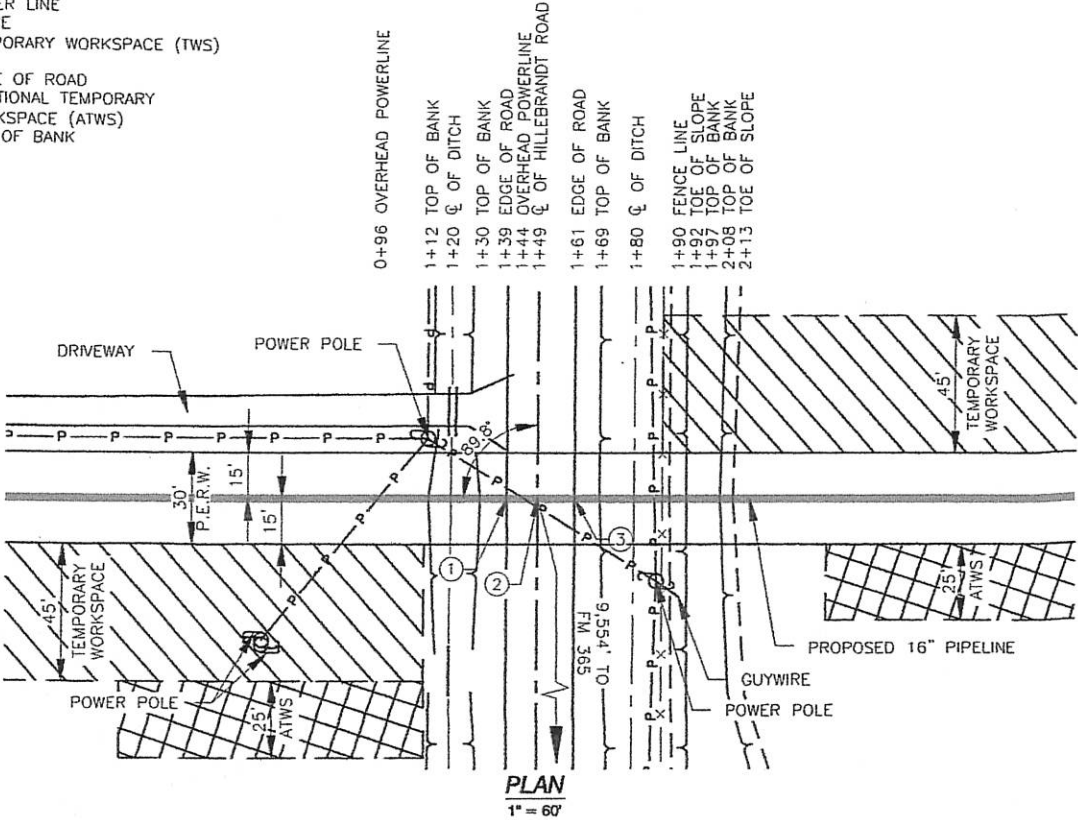
JEFFERSON COUNTY, TEXAS

THE CONTRACTOR MUST NOTIFY JEFFERSON COUNTY 48 HOURS PRIOR TO CONSTRUCTION GIVING THE NAME OF THE CONSTRUCTION COMPANY, THE NAME AND NUMBER OF AN ON SITE SUPERVISOR, AND THE INTENDED START DATE. THE CONTRACTOR MUST NOTIFY THE PERMIT AGENT 48 HOURS PRIOR TO CONSTRUCTION.

LEGEND

- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- ROW RIGHT OF WAY
- HWY HIGHWAY
- TOB TOP OF BANK
- MIN. MINIMUM
- EXISTING PIPELINE
- POWER LINE
- FENCE
- TEMPORARY WORKSPACE (TWS)
- EDGE OF ROAD
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
- TOP OF BANK

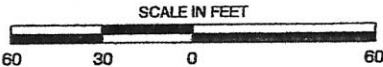
- (X) LOCATION COORDINATES
- 1. X=3517500.76
Y=13921064.12
 - 2. X=3517510.79
Y=13921064.68
 - 3. X=3517522.87
Y=13921065.35



- NOTE:
- 1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
 - 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - 3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.

IMPROVED ROAD
CROSSING LENGTH 157'
PROFILE
1" = 60' H
1" = 30' V

PIPE SPECIFICATIONS
CONTENTS: NATURAL GAS
DESIGN FACTOR: 0.6
CARRIER PIPE: 16" O.D., 0.375" W.T., API 5L X70
COATING: 30-40 mils ARO over 14-16 mils FBE
M.A.O.P.: 975 PSIG
PIPELINE CATHODICALLY PROTECTED



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
C	03/06/18	UPDATED DEPTH OF COVER	SD				
B	06/29/17	ISSUED FOR REVIEW	MEH	RF	SK		
A	05/08/17	ISSUED FOR REVIEW	SD	RF	SK		

	DRAWING ISSUES	CONSTRUCTION	LAST ORG.				
		BIDS	LAST ORG.				
		APPROVAL	LAST ORG.				
		INFORMATION	LAST ORG.				
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.			
	DRAWN:	SD	DATE:	05/04/17			
	CHECKED:	RF	DATE:	05/08/17			
	ENGINEER:		DATE:				
	TRC:	DATE:			SCALE	PROJECT NO.	DRAWING NO.
	CLIENT:	DATE:			AS SHOWN	260575	P8-113
		CLIENT:	DATE:				SHEET
							1 OF 1
							REV.
							C

ROAD CROSSING PERMIT

FLORIDA GAS TRANSMISSION COMPANY
HILLEBRANDT ROAD
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

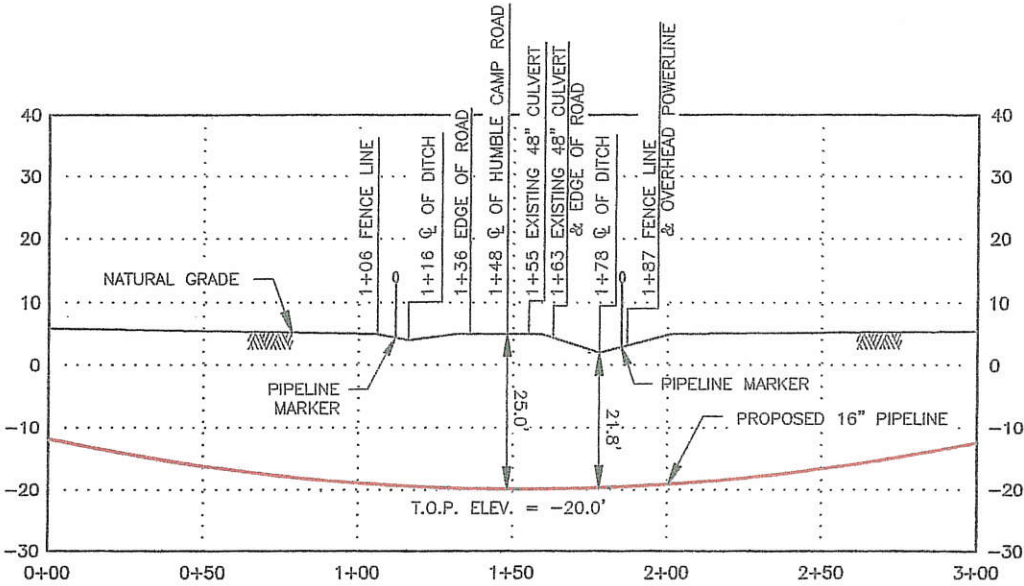
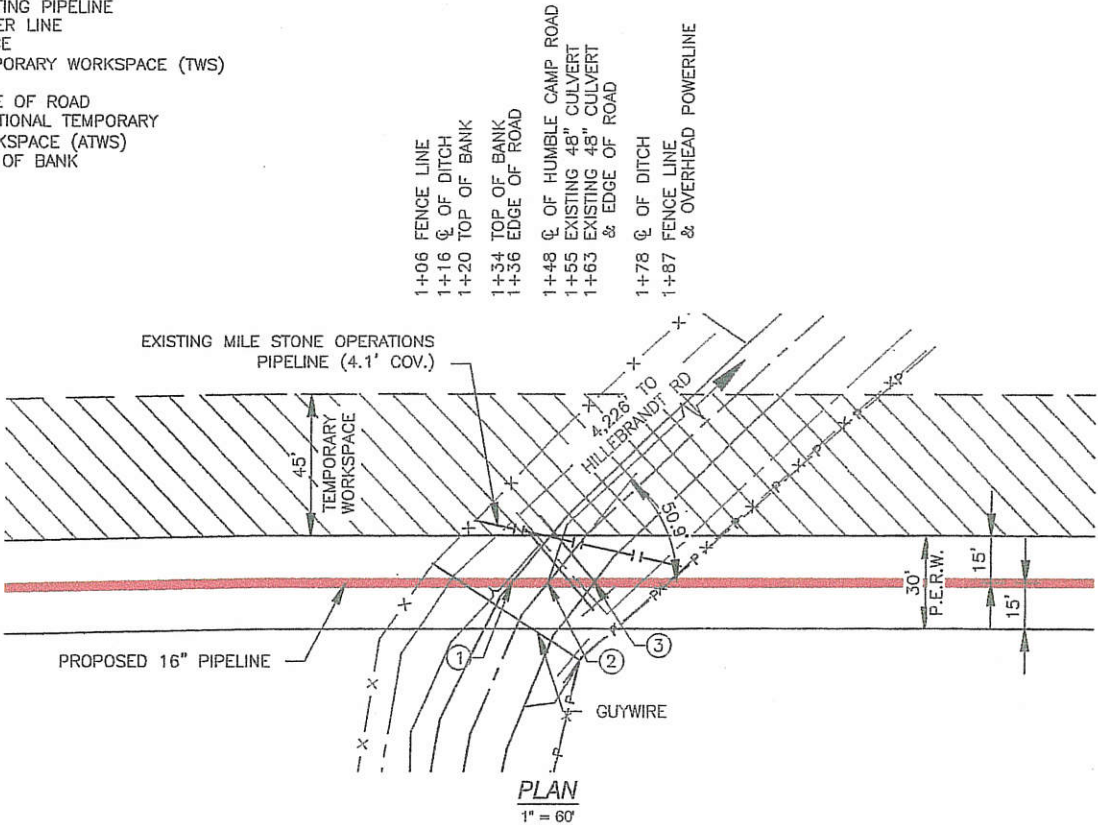
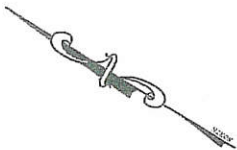
THE CONTRACTOR MUST NOTIFY JEFFERSON COUNTY 48 HOURS PRIOR TO CONSTRUCTION GIVING THE NAME OF THE CONSTRUCTION COMPANY, THE NAME AND NUMBER OF AN ON SITE SUPERVISOR, AND THE INTENDED START DATE. THE CONTRACTOR MUST NOTIFY THE PERMIT AGENT 48 HOURS PRIOR TO CONSTRUCTION.

LEGEND

- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- ROW RIGHT OF WAY
- HWY HIGHWAY
- TOB TOP OF BANK
- MIN. MINIMUM
- EXISTING PIPELINE
- POWER LINE
- FENCE
- TEMPORARY WORKSPACE (TWS)
- EDGE OF ROAD
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
- TOP OF BANK

LOCATION COORDINATES

- 1. X=3513325.84
Y=13922528.22
- 2. X=3513331.91
Y=13922518.21
- 3. X=3513339.65
Y=13922505.43

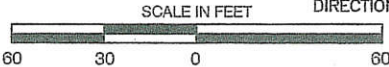


- NOTE:
- 1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
 - 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - 3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.

IMPROVED ROAD - HDD METHOD
CROSSING LENGTH 582.3'

PROFILE
1" = 60' H
1" = 30' V

PIPE SPECIFICATIONS
CONTENTS: NATURAL GAS
DESIGN FACTOR: 0.6
CARRIER PIPE: 16" O.D., 0.375" W.T., API 5L X70
COATING: 30-40 mils ARO over 14-16 mils FBE
M.A.O.P.: 975 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: HORIZONTAL
DIRECTIONAL DRILL



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	05/08/17	ISSUED FOR REVIEW	SD	RF	SK		

 16350 PERK TEN PLACE, SUITE 101 HOUSTON, TX 77064 PH (281) 616-0100 TRC PROJ. #260575, LIC. NO. TX-F-82	DRAWING ISSUES CONSTRUCTION BIDS APPROVAL INFORMATION ISSUED FOR: SIGNATURE DATE REV. DRAWN: SD DATE: 05/04/17 CHECKED: RF DATE: 05/08/17 ENGINEER: DATE: TRC: DATE: CLIENT: DATE: CLIENT: DATE:	ROAD CROSSING PERMIT FLORIDA GAS TRANSMISSION COMPANY HUMBLE CAMP ROAD JEFFERSON COUNTY, TEXAS				
		SCALE: AS SHOWN PROJECT NO.: 260575 DRAWING NO.: PB-112 SHEET: 1 OF 1 REV.: A				



Ernest Clement
County Engineer
Jefferson County Engineering
1149 Pearl St.
5th Floor
Beaumont, TX 77701

Dear Mr. Clement,

Florida Gas Transmission Company, LLC (FGT), is proposing to build a pipeline across Jefferson County and will need to cross several roadways during its construction of said pipeline. FGT has been asked to explain the reasons why FGT prefers to install its pipe under roads via conventional bore methods instead of installing casing around the carrier pipe. FGT prefers not to use cased crossings under roadways due to the electrical shorts that could occur between the casing and the carrier pipe resulting in the ineffectiveness of the cathodic protection system and resulting in degradation of the overall pipeline integrity. Cased crossings rely upon spacers / inserts installed between the carrier pipe and the casing along with end seals to isolate the annular area between the carrier pipe and the casing from water intrusion. Over time, the natural movement of the earth shifts and settles potentially causing the carrier and the casing pipe to touch or the end seals to break down and allow water to enter into the annular space. If either the casing and carrier pipe touch or if any bare metal on the carrier pipe is exposed to water, each condition would result in a short of the cathodic protection system which is the main protection against corrosion of the pipeline and is an integral part of protecting the pipeline system from leaks and extending the longevity of the pipeline.

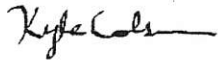
FGT prefers an uncased crossing that provides the following benefits:

- The uncased crossing is designed with a thicker wall pipe, which is designed with a safety factor to support the loading effects of the roadway
- A sacrificial abrasion resistant overlay (ARO) coating is placed on top of the standard fusion bonded epoxy (FBE) coating to protect the coating of the pipe when installed under the roadway
- The uncased crossing eliminates the ability for an end seal to fail over time and short out the Cathodic Protection System*-

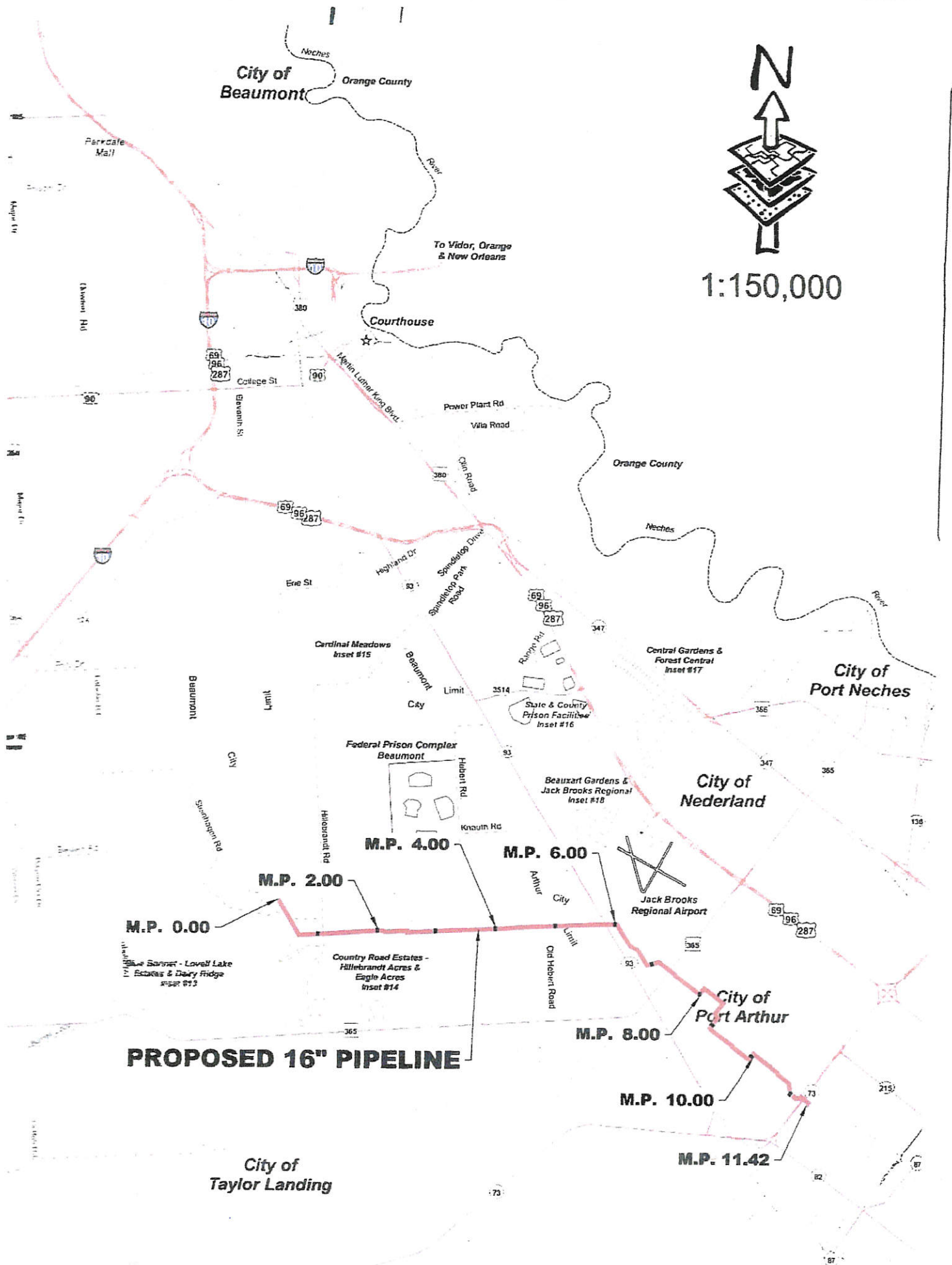
The uncased crossing eliminates the ability for the casing and carrier pipe to touch and short out the Cathodic Protection System. Should you have any questions or comments please do not hesitate to

contact me, at 713-989-2281 or Kyle.Colson@energytransfer.com. You may also reach out to Dave Halverson at 281-924-6650

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Colson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kyle Colson
Project Manager/Engineer





LICENSE OR
PERMIT BOND

Bond 022058652

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, FLORIDA GAS TRANSMISSION COMPANY, LLC

1300 Main Street, Houston, TX 77002

as Principal, and the Liberty Mutual Insurance Company, a MA corporation,

as Surety, are held and firmly bound unto JEFFERSON COUNTY

1149 Pearl Street, 5th Floor, Beaumont, TX 77701

, as Obligees,

in the sum of Five Thousand and 00/100 Dollars (5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 11th day of October, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as pipeline construction; installing pipe under county roads by the Obligees.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

☒ Until October 11, 2019, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

☐ Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligees, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Principal

By [Signature]

Vice President, Land and Right of Way



Liberty Mutual Insurance Company

By [Signature]

Vanessa Dominguez Attorney-in-Fact



**LICENSE OR
PERMIT BOND**

Bond 022058653

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, FLORIDA GAS TRANSMISSION COMPANY, LLC
1300 Main Street, Houston, TX 77002

as Principal, and the Liberty Mutual Insurance Company a MA corporation,
as Surety, are held and firmly bound unto JEFFERSON COUNTY
1149 Pearl Street, 5th Floor, Beaumont, TX 77701 as Obligee,

in the sum of _____

Five Thousand and 00/100 Dollars (5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 11th day of October, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as pipeline construction; installing pipe under county roads by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

☒ Until October 11, 2019, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

☐ Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Principal

By [Signature]

Vice President, Land and Right of Way

Liberty Mutual Insurance Company

By [Signature]

Vanessa Dominguez Attorney-in-Fact



Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, April 23, 2018 2:06 PM
To: 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); Kirk Farrelly (kfarrelly@cgpre.com); Aaron@fausteng.com
Subject: An Amended Plat of Buchalter Subdivision, a 1.21 acre tract out of the T.&N.O. RR. Survey, Section 136, in the W.J. Webb Survey, Abstract 620, Jefferson County
Attachments: Amended Plat Of Buchalter Subd..pdf

Commissioner Sinegal ,

Attached is a PDF of An Amended Plat of Buchalter Subdivision, a 1.21 acre tract out of the T.&N.O. RR. Survey, Section 136, in the W.J. Webb Survey, Abstract 620, Jefferson County. This property is located at the corner of State Highway 124 and Alamo Street in Precinct #3 and is the site for a proposed Dollar General Store. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, April 30, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us



RESOLUTION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30th day of April 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, David Knight has devoted 28 years of his life to the service of Jefferson County; and,

WHEREAS, David Knight began his career as an Air Condition / Refrigeration Mechanic with the Jefferson County Maintenance Department; and,

WHEREAS, due to his knowledge in construction and his abilities, **David Knight** was then promoted to Construction Superintendent by Judge Richard LeBlanc to reconstruct the old T.S.O. Building to a remote encoding center to lead thousands of jobs.

WHEREAS, due to his ability to lead and supervise, **David Knight** was then put in charge by Commissioner Jimmy Cokinos to build the Adult Probation office to expand office space.

WHEREAS, known for his service to Jefferson County, **David Knight** was especially proud to respond during emergencies and or disasters related events here at Jefferson County Courthouse, such as hurricane Rita, Ike and Harvey.

WHEREAS, known for his service to Jefferson County, **David Knight** served on the Emergency Response Team as a 1st responder during emergencies and or disasters related events here at the Jefferson County Courthouse; and,

WHEREAS, known for his service to community of Jefferson County, **David Knight** has been a lifetime member and volunteer for the YMBL, Young Men's Business League for and constructed the Fairground at Ford Park.

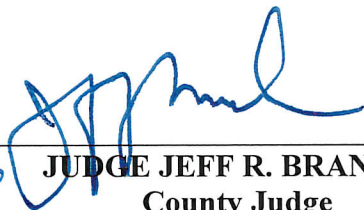
WHEREAS, throughout his career, has demonstrated special talents, exceptional work ethics and has maintained a positive attitude thru out his career with the Jefferson County Maintenance Department; and was promoted to Building Director.

WHEREAS, known for his friendliness, good nature, **David Knight** won the respect of his colleagues, elected officials and other county employees; and,

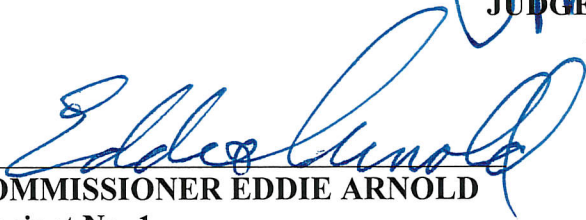
WHEREAS, after this distinguished career, **David Knight** has chosen to embark upon a much-deserved retirement, and he will be truly missed

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **David Knight** for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 30th day of April, 2018.



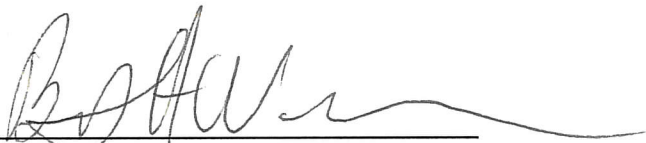
JUDGE JEFF R. BRANICK
County Judge



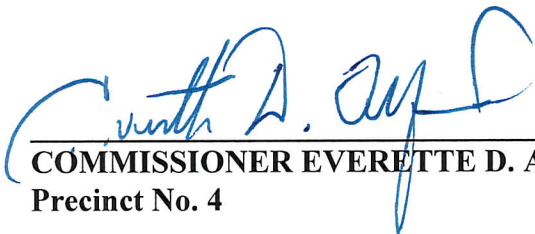
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Special, April 30, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 30, 2018